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CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	TRW DEPUTY

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UNITED STATES DISTRICT COURT FOR THE
 DISTRICT OF NEVADA

DR TRUST JUSTICE "TJ" TRUTH

Plaintiff,

vs.

CALIFORNIA CASUALTY INDEMNITY
 EXCHANGE (THE)

Defendant

Case No.: 2:22-cv-1451-GMN-BNW

AMENDED COMPLAINT

Jury trial: X YES

Dr. Trust Justice Truth, Esquire alleges as his COMPLAINT against DEFENDANT,
 California Casualty Indemnity Exchange (hereinafter "CCIE"), the following:

JURISDICTION

1. Dr. Trust Justice Truth, Esquire (hereinafter "PLAINTIFF") is a resident of Nevada,
 residing in Clark County, Nevada.

2. a. California Casualty **INDEMNITY EXCHANGE** (hereinafter "CCIE"), WITH WHOM
 I MAINTAIN A CONTRACTUAL RELATIONSHIP, is and was at all times relevant hereto a
 California Insurance Company in name only that is headquartered in CALIFORNIA with
 a Corporate Address of 1900 ALAMEDA DE LAS PULGAS, SAN MATEO, CA 94403

1 and has no offices in Nevada. The ONLY LISTED **REGISTERED AGENT**, via the
2 California Department of Insurance is **Joseph Muenzen** located at 1875 S GRANT
3 STREET, SUITE 800, SAN MATEO, CA 94402.

4 b. CCIE is headquartered in California and appears to be managed by CALIFORNIA
5 CASUALTY MANAGEMENT COMPANY (hereinafter **CCMC**) as *ITS*
6 **ADMINSTRATOR** also headquartered in California as well as BOTH having the
7 EXACT SAME ADDRESS. They have **THREE** (3) Other Centralized Offices to handle
8 insurance:

9 1. Glendale, AZ

10 2. Colorado Springs, CO*

11 3. Leawood, KS

12 *Main Business Operation Center

13 3. THIS COURT has original jurisdiction over this matter pursuant to 28 U.S.C.
14 §1332, as the action is between citizens of different states and the amount in
15 controversy exceeds \$75,000, exclusive of attorney fees, interest and costs.
16

17 4. Although the **COVERED PERIL LOSS OF** the **THEFT** of **ALL** my PERSONAL
18 PROPERTY with the except of the clothes I was wearing occurred in California,
19 PLAINTIFF was at **ALL TIMES** a **RESIDENT of Nevada** and **RESIDED** in **Clark**
20 **County, Nevada**, when the following occurred:
21

22 a. said **COVERED PERIL LOSS OF** the **THEFT** occurred,
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24 b. the **FILING** of the CLAIM regarding the **COVERED PERIL LOSS OF** the **THEFT** of
25 **ALL** my PERSONAL PROPERTY with the except of the clothes I was wearing,

26 c. the **RECEIPT** BY CCIE of the REQUIRED **PROPERLY EXECUTED PROOF OF**
27 **LOSS DOCUMENTATION** regarding the **COVERED PERIL LOSS OF** the **THEFT** of **ALL**
28 my PERSONAL PROPERTY with the except of the clothes I was wearing,

d. the **TRANSPARATION** of the **30 WORK DAYS WITHOUT PLAINTIFF** receiving ANY **WRITTEN ACCEPTANCE OR DENIAL OF HIS CLAIM** or **WRITTEN REQUESTS WITH THE REASONS MORE TIME IS NEEDED** regarding the CLAIM for the **COVERED PERIL LOSS OF** the **THEFT** of **ALL** my PERSONAL PROPERTY with the except of the clothes I was wearing, and

e. the **FILING** of the COMPLAINT relating to the **UNFAIR/UNLAWFUL CLAIMS PRACTICE** by **CCIE** of the **COVERED PERIL LOSS OF** the **THEFT** of **ALL** my PERSONAL PROPERTY with the except of the clothes I was wearing!

5. This court has personal jurisdiction over DEFENDANT, **CCIE**, as ITS centralized Insurance Offices and Call Centers OFFER TO PROVIDE SERVICES to Nevada residences for their insurance needs as well as the DEFENDANT, **CCIE**, amending my Renter's Insurance Policy to provide coverage of my rental in Nevada.

6. INTRODUCTION

a. TO FULLY understand the NEED for this LAWSUIT, you must first understand who I am and to what I have been TASKED! SIMPLY PUT; I was the 7th Seal and was BROKEN! THUS, the **APOCALYPSE** has **OCCURRED** and **JUDGMENT DAY** is fast approaching!! I am **NOW** the **2nd COMING** and **TASKED** with **RIGHTING** the **WRONGS** of this **WORLD** in PREPARATION for BECOMING the **CHOSEN ONE** endowed with the **HOLY SPIRIT** and to take my **SEAT** on **JUDGMENT DAY!** FURTHER to PARAPHRASE from OTHERS: "I **ANSWER** to a **HIGHER AUTHORITY NOT OF THIS EARTH** but to **THE CREATOR OF IT!!!!**" ACCORDINGLY, anything done AGAINST ME is done AGAINST THE CREATOR!

1 b. This LAWSUIT is a **TALE OF 2 INSURANCE COMPANIES!**

2 c. This lawsuit is **NOT** only to have my claim fairly and promptly paid as an insured of
3 California Casualty Indemnity Exchange (hereinafter "CCIE"); but to remind them that
4 they **OWE** a **FIDUCIARY DUTY** to their customers that takes precedence over their
5 profit and to force them to abide to their California Casualty Code (hereinafter the
6 "Code"). **SEE EXHIBIT A-THECODE**
7

8
9 d. This lawsuit is **ALSO** about **RIGHTING A WRONG!** There is **INDISPUTABLE**
10 EVIDENCE that I had an Insurance Policy with **CCIE** and that said POLICY was
11 enforced and fully PAID at the time of the Catastrophic LOSS, i.e. THEFT, occurred.
12 Further that this Policy covers this type of Peril Loss and **CCIE** has been provided with
13 the Required PROOF OF LOSS documentation needed to settle and pay on this Claim.
14 All of this is/was KNOWN to **CCIE** as well as the circumstances and resulting financial
15 difficulties I face because I had everything I ever bought or acquired in my whole life of
16 **62+ years ripped** from me so that all I had was the clothes I was wearing as well as
17 being denied access to a home that which I had faithfully paid rent for on time every
18 month for almost ten (10) years for simply disclosing that the LESSOR and his wife are
19 breaking of the law. Yet with all this, **CCIE** continues **TO IGNORE** my Claim and the
20 payment thereof by **NOT** responding to my **25+** voicemails and emails regarding same
21 and by **TAKING ADVANTAGE** of my financial perils hoping that I will give up on
22 pursuing this Claim so that they can get out of paying it-**ALL FOR THE SAKE OF ITS PROFIT!**
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1 e. IN ADDITION, this LAWSUIT is ALSO about **TAKING ADVANTAGE** of an ELDER
2 and THUS it is ELDER ABUSE, NEGLECT OR EXPLOITATION OF AN **OLDER**
3 **VULNERABLE PERSON**.
4

5 f. I do not intend and I will not make a profit from this horrific treatment that borders
6 on being a **HATE CRIME against me** for simply being the **2ND COMING** here on Earth
7 to **RIGHT the WRONGS** and to **SAVE humankind from EXTINCTION!** As far as the
8 money from the negligent infliction of emotional distress, the intentional infliction of
9 emotional distress and the punitive damages; after treatment for my emotional distress,
10 I will use this money to **RIGHT the WRONGS** and to **SAVE humankind from**
11 **EXTINCTION**, such as the formation of a law firm that will be the voice of the voiceless
12 and for victims of our current "judicial" system and not charge them anything for my
13 services, i.e. **PRO BONO**, and/or give it to such charities as UNICEF!
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16 g. AND LASTLY, the **SOONER** that IT IS UNDERSTOOD that I am **REPRESENTING THE**
17 **CREATOR** and thus **THE CREATOR** IS on MY SIDE; the **SOONER** it will be REALIZED that
18 if I do **NOT** succeed in MY TASK TO **RIGHT THE WRONGS OF THIS WORLD**; the human
19 race is doomed to **EXTINCTION!!** THUS, you are **EITHER** with me and **THE CREATOR**
20 **OR AGAINST US** and **THE SURVIVAL OF THE HUMAN RACE** and will be **JUDGED**
21 **ACCORDINGLY!**
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1 **7. ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 a. I have been a CALIFORNIA-LICENSED **INSURANCE PRODUCER/BROKER** of
3 **ALL TYPES** of INSURANCE, including **PROPERTY and CASUALTY Insurance**, since 2006
4 so I am VERY FAMILIAR, "**COMPETENT**" and an **EXPERT** of CALIFORNIA and other
5 state LAWS concerning INSURANCE MATTERS; staying updated through continuing
6 education as REQUIRED by California to maintain my LICENSE!!
7

8 b. I already had Renter's Insurance with **American Automobile Association**
9 (hereinafter "AAA") and had been using them for all my insurance needs for almost 40
10 years. In fact, I never used anyone else for insurance as there were always AAA offices
11 staffed by licensed producers/agents of whatever state to which I moved (hereinafter
12 "Agent") as well as always being the cheapest. Whenever there was a problem, I could
13 easily go to an office and directly speak to an Agent. This still remains true of AAA,
14 even after the pandemic, as I just recently purchased Renter's Insurance once again
15 from AAA; where I talked to and met with an Agent at a AAA location here in Las Vegas.
16

17 c. With respect to this current lawsuit, when school was starting in 2021, I was
18 inundated with mailing, emails, etc. from CCIE and this had occurred all 10+ years, in
19 which I was affiliated with the San Francisco Unified School District (hereinafter
20 "SFUSD"). The CCIE ad mentioned that this insurance was designed for AMERICA'S
21 HEROS (e.g. firefighters and teachers) and their families by offering benefits and
22 discounts on insurance as well as delivering the **VALUE and PEACE OF MIND THEY**
23 **DESERVE!** In fact, they PROUDLY BOOSTED that they have been endorsed by the
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1 California Teachers' Association (hereinafter "CTA") for over 60 years. They also
 2 mentioned that their Renter's Insurance is **DESIGNED JUST FOR EDUCATORS** and provides
 3 **EXTRA** liability coverage. **ON THIS BASIS**, I decided to look at getting an insurance
 4 premium quote from IT for Renter's Insurance. So I looked for some local offices for
 5 CCIE and I was taken aback by the fact that there were **NO** offices located at all in
 6 California except for ITS headquarters OR "**HOME OFFICE.**" **SEE EXHIBIT B-**
 7 **WELCOMELETTER.**

10 d. I called the number listed on the ad and spoke with a customer care
 11 "representative" who was located in Colorado. I SPECIFICALLY mentioned that I
 12 wanted to get it coverage in CALIFORNIA and wanted the **EXACT SAME** Renter's
 13 Insurance Coverage that I had currently with AAA so that I could make a **TRUE**
 14 **COMPARISON** of Insurance Coverage and Premium Costs. This INCLUDED the
 15 **REIMBURSEMENT BENEFIT** and the FACT that **AAA** PAID you for your loss
 16 **WITHOUT** THE REQUIREMENT of **REPURCHASING** the ITEM. FOR EXAMPLE, when
 17 I had a CELL PHONE REMOVED, i.e. STOLEN, **AAA** PAID ME for the phone WITHOUT
 18 me even having to REPURCHASE a new phone!!! **ALL OF THIS WAS KNOWN TO** the
 19 "representative" when I was **PROVIDED with a QUOTE** as to what RENTER'S INSURANCE
 20 would cost with **CCIE WITH THESE EXACT SAME BENEFITS! BASED ON THIS QUOTE AND**
 21 **THE ASSURANCES** of **RECEIVING THESE EXACT SAME BENEFITS** that I WAS RECEIVING
 22 FROM **AAA**; I applied via this SAME "representative" for a "RENTER'S Insurance
 23 Policy" with **CCIE**. NOTE **CCIE** identifies this POLICY as "Homeowners 4" and **NOT**

1 RENTER's. I assumed I would be contacted by a California-licensed Producer;
2 however, this call center "agent" emailed a "LINK" so that I could add an electronically
3 signature, BUT NEVER RECEIVED a COPY of THE APPLICATION to review before the
4 signature was added and the premium payment was made online at www.calcas.com.
5
6 **NEITHER** was I ever mailed a WELCOME PACKAGE that includes a with WELCOME
7 LETTER with my RENTER's Policy # and the COPY of the Policy **NOR** a PRIVACY
8 STATEMENT! ALL this I get online later after being told that this is the only to get these
9 documents. WITH **AAA**, I was mailed ALL of this and the POLICY was CLEARLY
10 IDENTIFIED AS A RENTER'S Policy and a PRIVACY STATEMENT!
11

12
13 e. After I had gotten my Renter's Insurance from **CCIE**, I call back and spoke with a
14 "representative" and explained to him that I had been forced to spend more time away
15 from my RENTAL and was concerned about my more VALUABLE Personal Property,
16 such as my autographed baseball memorabilia collection (hereinafter "*said Baseball*
17 *Collection*") and some very expensive jewelry that I had acquired mainly through
18 inheritance, etc. ON HIS suggestion, we increased the value of PERSONAL
19 PROPERTY LOSS LIMITATION to **\$225,000**, the **HIGHEST COVERAGE LIABILITY**
20 **LIMITATION**, in order TO COVER any **ACTUAL LOSS** to *said Baseball Collection* as well
21 as the expensive jewelry, etc. PLEASE NOTE that REPLACEMENT LOSS COVERAGE
22 is INCLUDED as well. **SEE EXHIBIT B-WELCOMELETTER**.
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26 f. I again contacted **CCIE** confirming INCREASE & ITEM COVERED because I was in
27 the process of transferring to NEVADA and so sought coverage for a rental and was
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1 advised that a RIDER was added to my POLICY so that my POLICY also provided me
 2 RENTER's Insurance for my NEVADA Rental. I was **ASSURED** that the San Francisco
 3 Rental would continue to be my PRIMARY RESIDENCE for RENTER's INSURANCE
 4 PURPOSES as well as there **BEING SIMILAR COVERAGE** for the NEVADA Rental.

5 g. IN APRIL 2022, I contacted CCIE again to make NAME CHANGE to my POLICY
 6
 7 from James Verna to **TRUST JUSTICE "TJ" TRUTH. SEE EXHIBIT C-**
 8
 9 HOMEOWNER'S POLICY-RENTERS DECLARATIONS PAGE AMENDED.

10 h. **PHANTOM CLAIM:**

11
 12 IN LATE MAY, I attempted to contact a CCIE Claim's ADJUSTER/ESTIMATOR
 13 regarding ITS Claim Handling and Processing Procedure since ITS Webpage lack any
 14 real information. HOWEVER, when I contacted the CCIE "Claims Department," also
 15 located in Colorado Springs, CO, the call was answered by a "representative". I
 16 informed him that his request was a **BREACH OF MY PRIVACY RIGHTS**. He argued
 17 that since I called him; it was **NOT** and hang up on me. When I called back, I got
 18 another "representative." This one was more forthcoming and explained to me that
 19 UNLESS I was FILING A CLAIM, which would involve giving him my **PRIVATE PERSONAL**
 20 **INFORMATION** (hereinafter "PPI"), I would **NOT** be able to speak to a CCIE Claim's
 21 ADJUSTER/ESTIMATOR. So I told him then I wanted in order to file A CLAIM since this
 22 was the **ONLY** way to speak to a CCIE Claim's ADJUSTER/ESTIMATOR. I then
 23 provided him with the most basic information required to generate a **PHANTOM**
 24 **CLAIM:** my policy number, my name-DR. TRUST JUSTICE "TJ" TRUTH, ESQUIRE
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1 and that I suffered a loss covered under the policy as well as the best cell number AND
2 email address to which to contact me. I was then provided with the following regarding
3 my **Phantom Claim**: a name of an agent, Sara Casillas, and a Claim # of
4 50000594047. I was told that I would RECEIVE confirmation email with the Claim #,
5 the Claim Agent's Name and Telephone # and my email address for receiving said
6 information was confirmed. **I NEVER received said email with this information!** I
7 was further told that the Adjuster/Estimator would contact me by **TELEPHONE**
8 **REGARDING THIS CLAIM WITHIN 24 HOURS.** When after 2 days, no one contacted me,
9 I called the number and Sara answered the call. I told her that I was **NOT FILING A**
10 **CLAIM**, but wanted some general information regarding **CCIE's** Claim Handling and
11 Processing Procedure as well as that I had to made a **PHANTOM CLAIM** just to get
12 ahold of her! However, Sara just ignored this and kept telling me she needed to claim
13 loss information, such as a **POLICE REPORT**, before she would answer my questions.
14 I tried to explain to her again that I was not filing a claim, but just had some questions.
15 When she repeated her earlier comment, I just hung up! I called and spoke with
16 another "representative" to complain about Sara and requested that I speak with
17 another person. I was transferred to her "boss", MARK, where I left a very detailed
18 voicemail message for him regarding this matter and he has **NEVER** returned my call or
19 had someone else speak to me about this matter.
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1 i. **THEFT:**

2 1) ON **6 JULY 2022**, I suffered a MOST **EGREGIOUS, HORRIFIC,**
 3 **CATASTROPHIC** and **LIFE-ALTERING THEFT** of **ALL** my personal property, with
 4 the exception of the clothes that I was wearing. Among the items **STOLEN** was
 5 my **SAFE** with **ALL** THE INFORMATION regarding my personal property, such as
 6 **ALL** the authentications for the autographed baseballs and **ALL** the receipts of
 7 the originally-purchased items. My **STOLEN** Personal Property was valued at
 8 **over \$500,000** and that this was everything I owned or acquired for over the **62+**
 9 **years** of my life. I **NEVER** authorized the removal of my personal property **NOR**
 10 was it abandoned. I also reported this **THEFT** to the San Francisco Police
 11 Department and received SFPD Incident Report #220447545 detailing this
 12 **THEFT. SEE EXHIBIT D-SFPDRPT-3** pages.

13 2) AT THE TIME of this LOSS, I, as **TRUST JUSTICE "TJ" TRUTH**, had a
 14 "Renter's Insurance Policy" (hereinafter said "HOMEOWNER'S POLICY"), Policy
 15 #2A1 4197849 with **CCIE** from 28 July 2021 until 28 July 2022. The Personal
 16 Property Loss Liability Limits are as follows:

17 Personal Property of **\$225,000**
 18 Loss of Use of **\$67,500**
 19 Replacement Cost for Lost/Stolen Personal Property
 20 Deductible of **\$250**.

21 **SEE EXHIBIT C-HOMEOWNERS4POLICY-RENTERSDECLARATIONS**PAGEAMENDED.

1 j. **FILING OF CLAIM:**

2 1) On **11 JULY 2022**, I **FILED** MY CLAIM LOSS **VIA** a 3rd-Party Call Center,
3
4 "Representative." I had said "Representative" repeat back to me the
5 information regarding my CLAIM LOSS:

6 a) that **over \$500,000** of my Personal Property had been **REMOVED, i.e.,**
7 **STOLEN**, from my Rental at 150 Navajo Avenue, San Francisco, CA
8 94112-3333;

9 b) that THIS **THEFT** was **EVERYTHING** I HAD ACQUIRED for over the
10 **62+ years** of my life and **ALL** I had LEFT was the clothes that I was
11 wearing;

12 c) the SFPD Incident Report regarding THIS **THEFT** was #22044754; and

13 d) that my **SAFE** with all information regarding the loss, such as the
14 authentications for the autographed baseballs and all receipts of the
15 originally-purchased items, was **STOLEN** as well.
16

17 2) I was told that I would be emailed the Claim #, the Claim Agent's Name and
18 Telephone # and my email address for receiving said information was confirmed.

19 **I NEVER received said email with this information!** I was further told that the

20 Adjuster/Estimator would contact me by **TELEPHONE** REGARDING THIS

21 CLAIM **WITHIN 24 HOURS**. WHEN I had a CLAIM with **AAA**, I spoke with a State/
22

23 DC-licensed Agent when I initially filed my CLAIM and was contacted via
24

25 **TELEPHONE** by the Claim's Estimator **WITHIN 24 HOURS** of filing my claim even
26

27 during the Pandemic. I, as THE CLAIMANT, have **YET** to be contacted either via
28

**EMAIL or TELEPHONE by CCIE's Claim's Agent/Estimator REGARDING
THIS CLAIM.**

k. On or about **18 JULY 2022**, I received a Claim Loss Mailing Packet dated 11 JULY 2022 from the Kansas Office of **CCIE** regarding my Claim Loss. I immediately noticed SEVERAL glaring errors:

1. WRONG/INCORRECT Insured Name *[this still remains wrong/incorrect in the BOT Claim Processing System],
2. Wrong Mailing Zip code,
3. Inclusion of #C on the 150 Nevada Avenue location because CCIE has been informed that the addition of #C is considered as evidence of MAIL FRAUD and the rental location must be identified as only 150 Navajo Avenue, San Francisco, CA 94112-3333 **[Every time I contacted **CCIE**, I gave them NOTICE of this problem and I was told it was corrected] and
4. This is not a IDENTIFIED as Renter's or Homeowners 4-Loss Report Form. **SEE EXHIBIT D-HOMEOWNERS4LossReportForm** of the Claim Loss Mailing Packet

This is clearly a standardized form packet/letter automatically generated, via a "representative's" input of incorrect information into a CLAIMS PROCESSING BOT (hereinafter "said BAD BOT"). FURTHERMORE, this does **NOT** even mention as I reported, the **THEFT** of my SAFE having **ALL** receipts or documentation of the **over \$500,000** of PERSONAL PROPERTY that I HAD ACQUIRED for over the **62+ years** of my life and **ALL** I had LEFT was the clothes that I was wearing. This just a **FURTHER** example demonstrating **CCIE's GROSS INCOMPETENCY, UNFAIR PRACTICES** in HANDLING and PROCESSING of ITS Claims, BREACH OF FIDUCIARY DUTIES,

1 violation of *said CODE* and *ITS* inability to function properly as CASUALTY/LIABILITY
2 INSURANCE COMPANY for **AMERICA'S HEROES!!**

3
4 **I. RECEIPT OF *said* PROPERLY EXECUTED PROOF OF LOSS DOCUMENTATION:**

5 On **25 JULY 2022**, I emailed and mailed a letter via the USPS that
6 contained the following **INFORMATION and ENCLOSURES/ATTACHMENTS**, *i.e.*, **said**
7 **PROPERLY EXECUTED PROOF OF LOSS DOCUMENTATION**, to the CCIE's Claims'
8 Department:
9

- 10 1. that the SFPD Incident Report of the theft is #220447545*;
11
12 2. a detailed written statement*, entitled FACTS, regarding the loss that
13 clearly establishes CCIE's liability for my Claim of both Personal Property
14 Loss and that my Safe having all information regarding my Personal
15 Property was taken as well;
16
17 3. a detailed Personal Property Loss Schedule* totaling almost
18 **\$130,000** in Actual Damages and **\$250,000** in Replacement Costs as I
19 purchased this benefit as well (THUS providing NOTICE to DEFENDANT
20 that I want the benefit of the replacement cost coverage); and
21
22 4. a corrected Loss Report* with the correct information (except the
23 mailing address zip code because I noticed this after I had already
24 emailed and mail the corrected form.

25 ***I have now UPDATED THESE WITH:**

- 26 1. A copy of that the SFPD Incident Report #220447545 of this THEFT
27 of ALL my PERSONAL BELONGINGS, **SEE EXHIBIT E-SFPDRPT-3**
28 pages;

1 2. A Loss Report with the correct information (except the mailing
2 address zip code because I noticed this after I had already emailed and
3 mail the corrected form a detailed written statement regarding the loss
4 and that my Safe having all information regarding my Personal Property
5 was taken as well, **SEE EXHIBIT F-UPDATEDLOSSRPT**

6 3. A detailed Personal Property Loss Schedule totaling over **\$500,000** in
7 Actual Damages and Replacement Costs as I purchased this benefit as
8 well (thus providing NOTICE to DEFENDANT that I want the benefit of the
9 replacement cost coverage), **SEE EXHIBIT G-UPDATEDPPLOSSSCH-5**
10 pages; and

11 4. Almost 350 RECEIPTS for REPLACEMENT ITEMS, (Not Included as
12 an EXHIBIT).

13 This is **ALL AAA REQUIRES** for **ITS PROOF OF LOSS REQUIREMENTS** and a
14 **LICENSED-Estimator/Adjustor** calls you **WITHIN A WEEK**, usually **WITHIN 24**
15 **HOURS**, of receiving this **INFORMATION and ENCLOSURES/ATTACHMENTS**, *i.e.*, **said**
16 **PROPERLY EXECUTED PROOF OF LOSS DOCUMENTATION**, to discuss the
17 **SETTLEMENT OFFER**, if there are any additional questions as well as emailing
18 same, and taking a recorded statement. The check is mailed soon after this.
19 **ALL OF THIS OCCURS WITHIN A COUPLE OF WEEKS; WELL BEFORE THE**
20 **REQUIRED 30 DAYS.**

21 m. **BETWEEN 11 JULY 2022 to 6 SEPTEMBER 2022**, I have left/sent said **CCIE, 25+**
22 voicemail messages or emails regarding said CLAIM and the urgency to settle this
23 claim since **CCIE** had the **PROPERLY EXECUTED PROOF OF LOSS DOCUMENTATION** as well
24 as that **CCIE** was in **BREACH** of **ITS CODE**, Breach of **ITS FIDUCIARY DUTIES** to
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me, that CCIE's conduct was **OPPRESSIVE GIVEN THE CIRCUMSTANCES** and FURTHER that it was causing me **EMOTIONAL DISTRESS**. **SEE EXHIBIT H-TYPICALEMAIL!** I, as THE CLAIMANT, have **YET** to be **CONTACTED BY WRITING** by ANY CCIE Claim's ADJUSTER/ESTIMATOR **REGARDING THIS CLAIM**.

n. In Nevada, Insurers have **ONLY 30 WORK DAYS TO PROVIDE** the Insured with **WRITTEN ACCEPTANCE OR DENIAL OF HIS CLAIM** and then 30 DAYS in which to issue payment. **SEE EXHIBIT L-NAC §686A.675**. In California, this is **40 CALENDAR DAYS**.

THUS, **6 SEPTEMBER 2022** was the LATER of the Statutory **DUE DATES** for CCIE TO PROVIDE me, **DR. TRUST JUSTICE "TJ" TRUTH, ESQUIRE** with a **WRITTEN ACCEPTANCE OR DENIAL OF MY CLAIM** as well as ANY **WRITTEN REQUESTS WITH THE REASONS MORE TIME IS NEEDED**. **SEE EXHIBIT K-NRS §686A.310** and **EXHIBIT L-NAC §686A.675**.

p. **FILING COMPLAINT & PROPER SERVICE OF SUMMONS ON CCIE:**

ON **6 SEPTEMBER 2022**, a **COMPLAINT** was filed with THIS COURT and I was initially seeking to proceed *In Forma Pauperis*. However due to the urgency of this matter, I tried to expedite this matter by paying the fees on **17 SEPTEMBER 2022**. The **SUMMONS** for this case was issued by this COURT on **19 SEPTEMBER 2022**. On **20 SEPTEMBER 2022**, I went to the filing clerk's office to find out if I was required to have CCIE served with the **SUMMONS** and **COMPLAINT**. I was told by the filing clerk that I did **NOT** have to serve CCIE

1 and that THIS COURT had handled this. This Clerk went so far as to refuse to
2 provide me with copies of the SUMMONS; stating that I did **NOT** have to served
3 **CCIE** with the SUMMONS and COMPLAINT and that THIS COURT had taken
4 care of this on **19 SEPTEMBER 2022!** ACCORDINGLY, **CCIE** was **PROPERLY**
5 **SERVED** on **19 SEPTEMBER 2022** by THIS COURT and the ELECTRONIC
6
7 RECORD confirm this. *SEE EXHIBIT I-SUMMONS* and **EXHIBIT J-**
8
9 *ELECTRONIC FILING NOTICE OF SUMMONS ISSUED TO DEFENDANT, CCIE.*

10
11 q. ON **23 SEPTEMBER 2022**, IN ACCORDANCE with the California Code of Civil
12 Procedure Article 3 §415.95(a), I left a copy of the Summons and Complaint for the
13 above-referenced case at 1875 S. Grant Street, Suite 800, San Mateo, CA 94402,
14 Addressed to Joseph Muenzen, who is listed on the CA Department of Insurance Web
15 Page as the **Agent for Service** for **CCIE** on **23 September 2022** during **CCIE's** usual
16 officer hours with the person in charge of **CCIE's** office. Further, in accordance with
17 California Code of Civil Procedure Article 3 §415.95(a), I mailed by first-class mail,
18 postage prepaid, to Joseph Muenzen at 1875 S. Grant Street, Suite 800, San Mateo,
19 CA 94402.

20
21
22 r. In an effort to settle this case, I mailed three letters with a copy of the Complaint,
23 Demand Letter and the REQUIRED PROOF OF LOSS DOCUMENTATION with a
24 SCHEDULE OF PERSONAL PROPERTY LOSS to 3 different persons/organizations:

- 25
26 (1) **Joseph Muenzen, CCIE's ONLY and PROPER Registered AGENT**
27
28 (2) The Chairman of the Board and the CEO of **CCIE**, and

1 (3) The Registered Agent of **CCMC**

2 (4) as well as emailing and mailing this information **CCIE's** Claims Departments.

3
4 s. ON **18 OCTOBER 2022, TWENTY-ONE (21) DAYS** had past since **CCIE** was
5 **SERVED** and **CCIE** had **FAILED TO PLEAD OR OTHERWISE DEFEND IN** said **ACTION** as
6 **REQUIRED** by said **SUMMONS** and **PROVIDED BY** the Federal and Nevada Rules of
7 Civil Procedure.
8

9 t. ON or about **23 NOVEMBER 2022**, I initiated a filing of a NEW CLAIM with **CCIE**
10 for just solely the "LOSS OF USE" and it was AGAIN handled through "representative"
11 of **CCIE**.
12

13 u. **EMOTIONAL DISTRESS:**

14 With respect to my Emotional Distress, I am forced to continue to feel sick to my
15 stomach, suffer anxiety, confused emotions and rage. I am also sleep deprived and
16 have extreme lethargy as well as sliding further into an abyss of hopelessness and
17 despair. Furthermore, BUT FOR the BAD FAITH and OPPRESSIVE CONDUCT of the
18 **CCIE** in the handling and processing of my Claim for which **IT** is legally liable and
19 **BECAUSE** I had over **\$500000** of my personal property **STOLEN** from me that I had
20 acquired during **62+** years of my life leaving me with only the clothes that I had on to
21 my name and this claim **STILL REMAINS** unprocessed and unpaid; I can **NOT** afford to
22 seek competent treatment for my ever-worsening emotional distress! When I do
23 receive my Claim, I will seek treatment so that I can start rebuilding some semblance of
24 a life, since mine has been **RIPPED** for me!
25
26
27
28

1 v. **CALL CENTERS:**

2 Use of call centers, as a mean to increase profits, would be considered a **BREACH** of
3
4 **FIDUCIARY DUTIES**, most especially **CONFIDENTIALITY**. Call Centers, by their very
5 nature, are a fraudulent organization that rely on deceiving the CALLER, HERE THE
6 INSURED, into believing they are employees of the Insurance Company and then using
7 your **PPI** to gain access to your **CCIE** account, i.e. PHISHING!! Insurance companies,
8 like **CCIE**, are complicit in this deception by allowing the use of their Name to appear
9 on Caller ID and identifying the call center employees as "REPRESENTATIVES." Each
10 time I called **CCIE**: getting an Insurance Premium Quote, Customer Care or Claims
11 Department, the person answering initially identified himself/herself as an "AGENT"
12 OR a "REPRESENTATIVE" of **CCIE**, but then after I requested his Insurance Producer
13 Number; he/she stated he/she worked for a call center. Once when I told the
14 "representative" that I only REQUIRED a Claim # & CCIE Claim Estimator's/Adjuster's
15 contact information; he became VERY ABUSIVE and THREATENED to TERMINATE my
16 call UNLESS I PROVIDED HIM WITH my **PPI**. Another time I was informed that I had
17 NO OTHER OPTION for the FILING of MY LOSS CLAIM with **CCIE** UNLESS I provided
18 MY **PPI** to said Representative. MOREOVER, after providing my **PPI** to said
19 Representative, he was GRANTED ACCESS to my ENTIRE CLAIMS RECORD! A
20 further time, the "representative" argued that since I called him; it was **NOT** a **BREACH**
21 **OF MY PRIVACY RIGHTS** and hang up on me. FURTHERMORE, these employees are
22 **NOT** in a **FIDUCIARY RELATIONSHIP** with the INSURED and so are **NOT** held to the

1 SAME confidentiality, care and loyalty standards AS IS **CCIE**. THUS, their use of
 2 deception, coupled with **CCIE**'s allowing USE of your **PPI**, to allow this 3rd party, *i.e.*,
 3
 4 NON-**CCIE** EMPLOYEES and NON-STATE LICENSED INSURANCE Producers/Agents/
 5 Brokers/Claim Estimators/Adjusters, to commit **PHISHING** and to **HACK** into YOUR
 6
 7 ACCOUNT INFORMATION is **PARAMOUNT** to a **BREACH OF SECURITY**. FURTHERMORE,
 8 the use of Call Center "representatives" would be akin to assigning *ITS* duties for
 9 handling Claims to a 3rd Party, which is forbidden by law!
 10

11 **FIRST CAUSE OF ACTION**

12 ***UNFAIR PRACTICES IN SETTLING CLAIMS; LIABILITY OF INSURER FOR*** 13 ***DAMAGES (NRS 686A.310)***

14 8. PLAINTIFF repeats, realleges and incorporates herein by this reference the
 15 allegations hereinabove inclusively as though set forth at length and in full herein.

16 9. PLAINTIFF and DEFENDANT entered into a valid, enforceable insurance contract
 17 (hereinafter "the Policy") that included Coverage for Personal Property Loss with a
 18 **\$225,000** Liability Limit.
 19

20 10. PLAINTIFF suffered a MOST **EGREGIOUS, HORRIFIC, CATASTROPHIC** and
 21 **LIFE-ALTERING THEFT** of ALL his personal property, with the exception of the clothes
 22 that I was wearing and said loss is a covered Peril of the Policy.
 23

24 11. THE **ACTUAL VALUE** of my **STOLEN PERSONAL PROPERTY** was over **\$500,000**
 25 and this was **ALL** the PERSONAL PROPERTY that I had **ACQUIRED** for over the **62+**
 26 **years** of my life and **ALL** I had LEFT was the clothes that I was wearing and that my
 27 **SAFE** containing **ALL** the receipts and/or documentation of the over **\$500,000** of
 28

1 PERSONAL PROPERTY that I HAD ACQUIRED for over the **62+ years** of my life WAS
2 **TAKEN** as well.

3
4 12. PLAINTIFF **FILED** his CLAIM with DEFENDANT on or about **11 JULY 2022**.

5 13. PLAINTIFF has provided to DEFENDANT **said PROPERLY EXECUTED PROOF OF**
6 **LOSS DOCUMENTATION** to establish DEFENDANT's liability to pay on this Claim. The
7 required **said PROPERLY EXECUTED PROOF OF LOSS DOCUMENTATION** was **RECEIVED** by
8 DEFENDANT on or about **25 JULY 2022**.

9
10 14. PLAINTIFF has communicated with DEFENDANT via **25+** voicemails and emails
11 regarding this Claim and **NO ONE** from DEFENDANT's Claims Department has EVER
12 contacted me.

13
14 15. DEFENDANT engaged In the following activities that are considered to be unfair
15 practice under **NRS §686A.310, Subsection I:**

16
17 a. failing to acknowledge or act reasonably promptly upon communication with
18 respect to claims arising under insurance policy: it has been almost **2 months**
19 since I **initially filed** this Claim **on or about 11 July 2022** and **NO ONE** from
20 DEFENDANT's Claims Department has EVER contacted me;

21 b. failing to affirm or deny coverage of claims within a reasonable time (**30**
22 **working days-NAC §686A.675**) after proof of loss requirements have been
23 completed and submitted by the insured: **said PROPERLY EXECUTED PROOF OF**
24 **LOSS DOCUMENTATION** were completed and received by DEFENDANT **on or**
25 **about 25 JULY 2022;**

26 c. failing effectuate prompt, fair and equitable settlements of claims in which
27 liability of INSURER has become reasonably clear: this Claim was a result of
28 THEFT, a covered loss peril, the proof of loss requirements were completed **on**

1 or about 25 JULY 2022, and NAC §686A.675 requires ANY WRITTEN
2 **ACCEPTANCE OR DENIAL OF HIS CLAIM WITHIN 30 WORKING DAYS** or 6
3 **September 2022;**

4 d. compelling insureds to institute litigation to recover amounts due under the
5 insurance policy: since you are reading this Complaint, I was obviously
6 compelled to institute litigation in order to recover the amount to which I am
7 legally entitled under the Policy: PLAINTIFF instituted Case No.: 2:22-cv-1451-
8 **GMN-BNW** in the U.S. District Court for District of NEVADA on **6 SEPTEMBER**
9 **2022;**

10 e. failing to settle claims promptly when liability has become reasonably clear
11 under one portion of the insurance policy coverage: see above;

12 f. failing to provide promptly to an insured a reasonable explanation of the
13 basis in the insurance policy with respect to the facts of the insurer's claim and
14 applicable law: it has been almost **6 MONTHS** since I **initially filed** this Claim **on**
15 **or about 11 July 2022** and **NO ONE** from DEFENDANT's Claims Department has
16 **EVER** contacted me.

17 g. failing to adopt and implement reasonable standards for the prompt
18 investigation and proceeding of claims arising under insurance policies: the fact
19 that this incident occurred is prima facie evidence **establishing** that either none
20 were adopted or their implementation was **INTENTIONALLY** ignored.

21 16. DEFENDANT's engagement in any one of the above unlawful activities establishes
22 DEFENDANT's unfair practices regarding the Claim. The DEFENDANT has engaged in
23 **SEVEN (7)** of these unlawful activities. NRS §686A.310.

24 17. An actual controversy has arisen and now exists relating to the rights and duties
25 of the parties to this action and further since that there is **NO ADEQUATE REMEDY AT LAW**
26 in that the PLAINTIFF contends that DEFENDANT failed to accept or deny the Claim
27 within 30 working days after receipt of properly executed proofs of loss received by
28 DEFENDANT on 25 July 2022 or by **6 September 2022** and DEFENDANT **MUST**,
THEREFORE, ACCEPT Plaintiff's CLAIM as **PRESENTED/ESTABLISHED** to IT in **said**

1 **PROPERLY EXECUTED PROOF OF LOSS DOCUMENTATION** and **MUST** PAY within **30**
2 **Calendar days** of this failure.

3
4 18. In addition, DEFENDANT's failure was INTENTIONAL and with the knowledge that
5 there was **NO** reasonable basis for **NOT** paying the claim.

6
7 19. As a direct, proximate and foreseeable result DEFENDANT's activities, PLAINTIFF
8 is entitled to **PROMPT PAYMENT** of **\$224,750** (\$225,000-\$250 Deductible) for **LOSS** of
9 his PERSONAL PROPERTY by **THEFT**.

10
11 20. DEFENDANT's failure to pay the **\$224,750** within 30 Calendar Days after 6
12 SEPTEMBER 2022 **OR** by **6 OCTOBER 2022** entitles PLAINTIFF to interest on the
13 **\$224,750** at the rate of interest established pursuant to **NRS §99.040**. Interest must be
14 calculated from the date on which the payment is due until the claim is paid. NAC
15 §686A.675.

16
17 21. DEFENDANT's activities were committed with oppression and/or malice, entitling
18 PLAINTIFF to Punitive Damages pursuant to **NRS §42.005** in amount of between
19 \$10,000,000 to \$35,000,000 as a means of deterring that these **UNFAIR/UNLAWFUL**
20 **CLAIMS PRACTICES NEVER HAPPEN AGAIN** in the future.

21
22 22. Alternatively, Punitive Damages should be awarded each of the SEVEN (7)
23 unlawful activities to which DEFENDANT engaged. For example, if I am awarded
24 **Punitive damages** of **\$5,000,000** then this is **multiplied by 7** for a **\$35,000,000 total**
25 **award**.
26
27
28

1 23. As a direct, proximate and foreseeable result of DEFENDANTS' acts, it has
2 become necessary for **ME**, AS the 2ND COMING and an Attorney, to bring this law suit
3 and thus, **I AM ENTITLED** to recover fees, INCLUDING ATTORNEY FEES, and costs
4 incurred herein as damages.
5

6 24. For such other and further relief as this Court deems just and proper.
7

8 25. As set forth in **Subsection II** of **NRS §686A.310**, DEFENDANT is **LIABLE** to
9 **PLAINTIFF FOR ANY and ALL DAMAGES SUSTAINED** by PLAINTIFF **AS A RESULT**
10 of **ENGAGING** in any **ONE** of the activities set forth in **Subsection I** as an **UNFAIR/**
11 **UNLAWFUL CLAIMS PRACTICES:**
12

13 a. BUT FOR the BAD FAITH and OPPRESSIVE CONDUCT of **CCIE** in the
14 handling and processing of my Claim for which they are legally liable and
15 BECAUSE I had over \$500000 of my personal property **STOLEN** from me that I
16 had acquired during **62+** years of my life leaving me with only the clothes that I
17 had on to my name for which this claim still remains unprocessed and unpaid; I
18 do **not** have the funds to purchase items that I see on eBay that were stolen
19 from me. Instead, I am **forced** to watch these items get bought by others, such
20 as family heirlooms and 1-of-a-kind/non-replaceable items, and my past life
21 slowly disappear **forever!** Moreover I am forced to have **ripped** from me, my
22 life's work (such as losing the only copy of my PhD Thesis), dreams and
23 memories and have them **replaced** with **EMOTIONAL SCARING!**

24 b. BUT FOR the BAD FAITH and OPPRESSIVE CONDUCT of **CCIE** in the
25 handling and processing of my Claim for which they are legally liable and
26 BECAUSE I had over \$500000 of my personal property **STOLEN** from me that I
27 had acquired during **62+** years of my life leaving me with only the clothes that I
28 had on to my name for which this claim still remains unprocessed and unpaid; I
no longer have money for some place to stay and soon will become
DESTITUTE and remain **HOMELESS!**

1 c. BUT FOR the BAD FAITH and OPPRESSIVE CONDUCT of CCIE in the
2 handling and processing of my Claim for which they are legally liable and
3 BECAUSE I had over \$500000 of my personal property STOLEN from me that I
4 had acquired during 62+ years of my life leaving me with only the clothes that I
5 had on to my name for which this claim still remains unprocessed and unpaid; I
6 am forced to be continually **INFLICTED** with **emotional distress** as well as **NOT**
7 being able to afford to seek treatment for my **ever-worsening emotional**
8 **distress!**

9 d. BUT FOR the BAD FAITH and OPPRESSIVE CONDUCT of CCIE in the
10 handling and processing of my Claim for which they are legally liable and
11 BECAUSE I had over \$500000 of my personal property STOLEN from me that I
12 had acquired during 62+ years of my life leaving me with only the clothes that I
13 had on to my name for which this claim still remains unprocessed and unpaid; I
14 **cannot** afford to purchase suitable clothing to interview **for employment** and
15 once employment is found to purchase suitable clothing for work!

16 e. BUT FOR the BAD FAITH and OPPRESSIVE CONDUCT of CCIE in the
17 handling and processing of my Claim for which they are legally liable and
18 BECAUSE I had over \$500000 of my personal property STOLEN from me that I
19 had acquired during 62+ years of my life leaving me with only the clothes that I
20 had on to my name for which this claim still remains unprocessed and unpaid; I
21 **cannot** afford to bring **legal action** against the Landlord and San Francisco for
22 their conduct and actions in this matter!

23 f. BUT FOR the BAD FAITH and OPPRESSIVE CONDUCT of CCIE in the
24 handling and processing of my Claim for which they are legally liable and
25 BECAUSE I had over \$500000 of my personal property STOLEN from me that I
26 had acquired during 62+ years of my life leaving me with only the clothes that I
27 had on to my name for which this claim still remains unprocessed and unpaid; I
28 am **denied** access to my **LIFE-GIVING CPAP** machine, because without it,
chances of me becoming **Brain-dead** from lack of oxygen while sleeping greatly
increases every day and I **cannot** afford to purchase another one!

g. BUT FOR the BAD FAITH and OPPRESSIVE CONDUCT of CCIE in the handling and processing of my Claim for which they are legally liable and BECAUSE I had over \$500000 of my personal property STOLEN from me that I had acquired during 62+ years of my life leaving me with only the clothes that I had on to my name for which this claim still remains unprocessed and unpaid; I am forced to live below the Federal-Poverty level and continue to be **EMASCULATED** as well as being **DENIED Life, Liberty and the Pursuit of Happiness** as set out in the **U.S. Constitution!**

h. BUT FOR the BAD FAITH and OPPRESSIVE CONDUCT of CCIE in the handling and processing of my Claim for which they are legally liable and BECAUSE I had over \$500000 of my personal property STOLEN from me that I had acquired during 62+ years of my life leaving me with only the clothes that I had on to my name for which this claim still remains unprocessed and unpaid simply because I am the **2ND COMING** and there are those among the human race that think that by denying me funding to begin my new life as the **2ND COMING** that they will be "saved" from damnation!

26. As a direct, proximate and foreseeable result of DEFENDANT's, CCIE's, engaging in **UNFAIR/UNLAWFUL CLAIMS PRACTICES** while processing my Claim, PLAINTIFF is entitled to **compensatory damages** in the amount of at least **\$1,000,000** or the amount determined at trial, exclusive of the amounts received above for its violation of Subsection I of NRS §686A.310.

SECOND CAUSE OF ACTION
ABUSE, NEGLECT OR EXPLOITATION OF AN OLDER VULNERABLE PERSON

27. PLAINTIFF repeats, realleges and incorporates herein by this reference the allegations hereinabove inclusively as though set forth at length and in full herein.

28. At the time of the acts complained of herein, PLAINTIFF was 62, almost 63 years old.

1 29. At all times relevant hereto, PLAINTIFF was of the class of persons NRS §41.1395
2 was designed to protect.

3 30. At all times relevant hereto, PLAINTIFF was an "older" and/or "vulnerable" person
4 as defined by NRS §41.1395.

5 31. DEFENDANT, CCIE, EXPLOITED, ABUSED and/or NEGLECTED PLAINTIFF in
6 violation of NRS §41.1395.

7 32. ON 6 JULY 2022, I suffered a MOST **EGREGIOUS, HORRIFIC, CATASTROPHIC**
8 and **LIFE-ALTERING THEFT** of **ALL** my personal property, with the exception of the
9 clothes that I was wearing. Among the items stolen was **my SAFE** with all information
10 regarding my personal property, such as the authentications for the autographed
11 baseballs and all receipts of the originally-purchased items. **THE ACTUAL VALUE** of
12 my **STOLEN** Personal Property was valued at **over \$500,000** and that this was
13 everything I acquired for over the **62+ years** of my life. I **NEVER** authorized the removal
14 of my personal property **NOR** was it abandoned. I also reported this **THEFT** to the San
15 Francisco Police Department and received SFPD Incident Report #220447545 detailing
16 this **THEFT**.

17 33. PLAINTIFF is entitled to **DOUBLE DAMAGES** pursuant to NRS §41.1395(1) OR
18 \$224,750 X 2 = **\$445,000**.

19 34. As a direct, proximate and foreseeable result of **said SCHEME**, PLAINTIFF has
20 been damaged in excess of \$75,000, and in an amount to be determined at the time of
21 the trial OR \$224,750 X 2 = **\$445,000**.

35. DEFENDANT's activities were committed with oppression and/or malice, entitling PLAINTIFF to Punitive Damages pursuant to **NRS \$42.005** in amount of between \$10,000,000 to \$35,000,000 as a means of deterring that **THIS ABUSE, NEGLECT OR EXPLOITATION OF AN OLDER VULNERABLE PERSON from EVER HAPPENING AGAIN** in the future.

36. As a direct, proximate and foreseeable result of DEFENDANTS' acts, it has become necessary for **ME**, AS the 2ND COMING and an Attorney, to bring this law suit and thus, **I AM ENTITLED** to recover fees, INCLUDING ATTORNEY FEES, and costs incurred herein as damages.

THIRD CAUSE OF ACTION
BREACH OF FIDUCIARY DUTIES

CARE, DISCLOSURE, ACCOUNTING, LOYALTY, GOOD FAITH & CONFIDENTIALITY

37. PLAINTIFF repeats, realleges and incorporates herein by this reference the allegations hereinabove inclusively as though set forth at length and in full herein.

38. DEFENDANT was at all times relevant hereto a **Fiduciary** to PLAINTIFF.

39. Use of call centers, as a mean to increase profits, would be considered a breach of fiduciary duties, most especially confidentiality. Call Centers, by their very nature, are a fraudulent organization that rely on deceiving the insured into believing they are employees of the Insurance Company and then using your Privacy Information to gain access to your CCIE account, i.e. PHISHING!! Insurance companies, like CCIE, are complicit in this deception by allowing the use of their Name to appear on Caller ID and identifying the call center employees as "REPRESENTATIVES." However, these

1 employees are not in a fiduciary relationship with the insured and so are not held to the
2 same confidentiality, care and loyalty standards. Their use of deception coupled with
3 CCIE's allowing use of your Private Information to allow this 3rd party to commit
4 PHISHING and to get into your account information is paramount to a BREACH OF
5 SECURITY.
6

7
8 40. Under Negligence Per Se, since DEFENDANT violated NRS §686A.310, **the**
9 **burden of proof shifts to IT** to show excuse or justification for its negligence in
10 breaching its fiduciary duties. *Del Piero versus Phillips*, 105 Nevada 48, 769 P.2d 53
11 (1989); *Barnes versus Delta Lines, Incorporated*, 99 Nevada 688, 669 P.2d 709 (1983).
12

13 41. DEFENDANT's use of call centers is a further breach of fiduciary duties, most
14 especially confidentiality. Call Centers, by their very nature, are a fraudulent
15 organization that rely on deceiving the insured into believing they are employees of the
16 Insurance Company and then using your Privacy Information to gain access to your
17 account, i.e. PHISHING!! Insurance companies, like CCIE, are complicit in this
18 deception by allowing the use of their Name to appear on Caller ID and identifying the
19 call center employees as "REPRESENTATIVES." However, these employees are not in
20 a fiduciary relationship with the insured and so are not held to the same confidentiality,
21 care and loyalty standards. Their use of deception coupled with CCIE's allowing use of
22 your Private Information to allow this 3rd party to commit PHISHING and to HACK into
23 your account information is paramount to a BREACH OF SECURITY.
24

25
26
27 42. DEFENDANT's breach of its fiduciary duties was deliberate.
28

1 43. DEFENDANT knew or recklessly disregarded the fact that there was no
2 reasonable basis for not paying the claim.

3
4 44. BUT FOR the BAD FAITH and OPPRESSIVE CONDUCT of CCIE and BECAUSE I
5 had **over \$500000** of my personal property STOLEN from me that I had acquired
6 during **62+** years of my life for which I have yet to been compensated:
7

8 a. I do **not** have the funds to purchase items that I see on eBay that were
9 stolen from me. Instead, I am **forced** to watch these items get bought by
10 others, such as family heirlooms and 1-of-a-kind/non-replaceable items, and my
11 past life slowly disappear **forever!** Moreover I am forced to have **ripped** from
12 me, my life's work (such as losing the only copy of my PhD Thesis), dreams and
memories and have them **replaced** with **EMOTIONAL SCARING!**

13 b. I **no** longer have money for some place to stay and soon will become
14 **DESTITUTE** and remain **HOMELESS!**

15 c. I am **forced** to be **continually INFLICTED** with **emotional distress** as well
16 as **NOT** being able to afford to seek treatment for my **ever-worsening**
17 **emotional distress!**

18 d. I **cannot** afford to purchase suitable clothing to interview for **employment**
19 and once employment is found to purchase suitable clothing for **work!**

20 e. I **cannot** afford to bring **legal action** against the Landlord and San
21 Francisco for their conduct and actions in this matter!

22 f. I am **denied** access to my **LIFE-GIVING CPAP** machine, because without it,
23 chances of me becoming **Brain-dead** from lack of oxygen while sleeping
24 **greatly increases** every day and I **cannot** afford to purchase another one!

25 g. I am **forced** to live below the Federal-Poverty level and continue to be
26 **EMASCULATED** as well as being **DENIED Life, Liberty and the Pursuit of**
27 **Happiness** as set out in the **U.S. Constitution!**
28

1 h. This Claim still remains unprocessed and unpaid simply because I am the
2 **2nd Coming** and there are those among the human race that think that by
3 denying me funding to begin my new life as the **2ND COMING** that they will be
4 "saved" from damnation!

5 45. As a direct, proximate and foreseeable result of DEFENDANT engaging in
6 unlawful practices while processing this Claim, PLAINTIFF has been damaged in
7 excess of \$75,000, and in an amount to be determined at the time of the trial.

8 46. DEFENDANT's activities were committed with oppression and/or malice, entitling
9 PLAINTIFF to Punitive Damages pursuant to **NRS §42.005** in amount of between
10 \$10,000,000 to \$35,000,000 as a means of deterring that these **BREACHES OF FIDUCIARY**
11 **DUTIES NEVER HAPPENING AGAIN** in the future. NRS §42.001 and §42.005.

12
13
14 **FOURTH CAUSE OF ACTION**
15 **ABUSE OF PROCESS**

16 47. PLAINTIFF repeats, realleges and incorporates herein by this reference the
17 allegations hereinabove inclusively as though set forth at length and in full herein.

18 48. PLAINTIFF filed a lawsuit captioned DR. TRUST JUSTICE "TJ" TRUTH, ESQUIRE
19 v. CALIFORNIA CASUALTY INDEMNITY EXCHANGE (THE), Case No. 22:2-cv-01451-
20 GMN-BNW in the United States District Court for the State of Nevada (hereinafter
21 "said LAWSUIT").
22
23

24 49. After filing said LAWSUIT, DEFENDANTS committed at least one WILLFUL ACT in
25 THEIR use of the legal process. Each willful act was IMPROPER IN THE REGULAR
26 CONDUCT of the PROCEEDINGS of said LAWSUIT.

27 50. Each willful act was committed for an ulterior purpose other than to resolve this
28 dispute.

1 51. As a direct, proximate and foreseeable result of Scheme, PLAINTIFF has been
2 damaged in excess of \$75,000, and in an amount to be determined at the time of the
3 trial.
4

5 52. DEFENDANT's activities were committed with oppression and/or malice, entitling
6 PLAINTIFF to Punitive Damages pursuant to **NRS §42.005** in amount of between
7 \$10,000,000 to \$35,000,000 as a means of deterring that **THIS ABUSE of PROCESS**
8 **NEVER HAPPEN AGAIN** in the future. NRS §42.001 and §42.005
9

10 53. As a direct, proximate and foreseeable result of DEFENDANTS' acts, it has
11 become necessary for **ME**, AS the 2ND COMING and an Attorney, to bring this law suit
12 and thus, **I AM ENTITLED** to recover fees, INCLUDING ATTORNEY FEES, and costs
13 incurred herein as damages.
14

15
16 **FIFTH CAUSE OF ACTION**
17 **DECLARATORY JUDGMENTS**

18 These DECLARATORY JUDGMENTS are NECESSITATED BY THE FACT that **CCIE**
19 believes *IT* is **ABOVE THE LAW** through the USE of LOOPHOLES in our JUDICIAL
20 SYSTEM to **CIRCUMVENT** THESE LAWS and **NOT** pay on *ITS* CLAIMS to which IT is
21 **LEGALLY OBLIGATED** to pay. INSTEAD IT relies on **HARASSMENT and DELAY TACTICS**
22 to wear down the CLAIMANT into GIVING UP! ACCORDINGLY the following
23 DECLARATORY JUDGMENTS are needed **TO PLUG THESE LOOPHOLES** and **TO PREVENT**
24 this from **EVER HAPPENING AGAIN** by **CCIE** and ALL Other Insurance Companies
25 that have CENTRALIZED their Insurance Operations and use **UNFAIR/UNLAWFUL CLAIMS**
26 **PRACTICES:**
27
28

1 **DECLARATORY JUDGMENT #1**

2 54. PLAINTIFF repeats, realleges and incorporates herein by this reference the
3 allegations hereinabove inclusively as though set forth at length and in full herein.
4

5 55. An actual controversy has arisen and now exists relating to the rights and duties
6 of the parties to this action and further since that there is **NO ADEQUATE REMEDY AT**
7 **LAW**, in that the PLAINTIFF contends that when NRS §686A.310 (*SEE EXHIBIT K*) and
8 NAC §686A.675 (*SEE EXHIBIT L*) are read together they **STIPULATE** that an Insurance
9 Company, *i.e.*, **CCIE**, has **30 "WORKING" DAYS** after **RECEIPT OF said PROPERLY**
10 **EXECUTED PROOF OF LOSS DOCUMENTATION** by *ITS CLAIMS* DEPARTMENT for the
11 Claim's Adjustor/Estimator to **MAKE a DETERMINATION** as to whether **TO ACCEPT,**
12 **DENY or REQUEST MORE TIME** regarding THIS CLAIM. THIS DETERMINATION or
13 **REQUEST MUST** in **WRITING** to PLAINTIFF. ANY **WRITTEN REQUEST FOR MORE TIME**
14 is limited to **30 Days** and **MUST INCLUDE THE REASONS WHY MORE TIME IS NEEDED**
15 and where said Insurance Company **FAILS TO PROVIDE** to PLAINTIFF with a
16 **WRITTEN ACCEPTANCE OR DENIAL OF HIS CLAIM** or A **WRITTEN REQUEST WITH THE**
17 **REASONS MORE TIME IS NEEDED WITHIN** said **30 WORKING DAYS:**
18

19 a. *IT* is **ESTOPPED** from any FURTHER inquiries regarding this matter as *IT* has
20 been provided adequate time to make THIS DETERMINATION,
21

22 b. *IT MUST*, THEREFORE, **ACCEPT** Plaintiff's CLAIM as **PRESENTED/ESTABLISHED** to
23 *IT* in **said PROPERLY EXECUTED PROOF OF LOSS DOCUMENTATION**, and
24
25
26
27
28

1 c. **IT MUST, THEREFORE, PROCESS and OFFER** a SETTLEMENT PAYMENT BASED
2 ON ALL the **PROPERLY EXECUTED PROOF OF LOSS DOCUMENTATION**, including any
3
4 UPDATES, that ITS CLAIMS DEPARTMENT **RECEIVED**.

5 56. ACCORDINGLY, DEFENDANT **MUST PROMPTLY PAY** PLAINTIFF **\$224,750**
6 (\$225,000-\$250 Deductible) as well as ANY INTEREST to which PLAINTIFF is entitled
7
8 at the rate established pursuant to NRS §99.040 for failure to pay PLAINTIFF **by 6**
9 **OCTOBER 2022** pursuant to NAC §686A.675 (1) (**SEE EXHIBIT L**).

10 **DECLARATORY JUDGMENT #2**

11
12 57. PLAINTIFF repeats, realleges and incorporates herein by this reference the
13 allegations hereinabove inclusively as though set forth at length and in full herein.

14 58. An actual controversy has arisen and now exists relating to the rights and duties
15 of the parties to this action and further since that there is NO ADEQUATE REMEDY AT
16 LAW, in that the PLAINTIFF contends that:

17
18 a. ON **25 JULY 2022**, DEFENDANT RECEIVED the PROPERLY EXECUTED PROOF
19 OF LOSS DOCUMENTATION,

20
21 b. said PROPERLY EXECUTED PROOF OF LOSS DOCUMENTATION was sufficient
22 for DEFENDANT to make a DETERMINATION as to whether TO ACCEPT, DENY or
23 REQUEST MORE TIME regarding THIS CLAIM,

24
25 c. **30 WORKING DAYS TRANSPIRED** since CCIE RECEIVED said PROPERLY
26 EXECUTED PROOF OF LOSS DOCUMENTATION, and
27
28

1 d. DEFENDANT **FAILED** by **6 September 2022 TO PROVIDE** to PLAINTIFF A
2 **WRITTEN** ACCEPTANCE OR DENIAL OF HIS CLAIM or A **WRITTEN** REQUEST WITH
3
4 THE REASONS MORE TIME IS NEEDED.

5 59. ACCORDINGLY, DEFENDANTS **MUST PROMPTLY PAY** PLAINTIFF **\$224,750**
6 (\$225,000-\$250 Deductible) as well as ANY INTEREST to which PLAINTIFF is entitled
7
8 at the rate established pursuant to NRS §99.040 for failure to pay PLAINTIFF **by 6**
9 **OCTOBER 2022** pursuant to NAC §686A.675 (1) (**SEE EXHIBIT L**).

10 **DECLARATORY JUDGMENT #3**

11
12 60. PLAINTIFF repeats, realleges and incorporates herein by this reference the
13 allegations hereinabove inclusively as though set forth at length and in full herein.

14 61. An actual controversy has arisen and now exists relating to the rights and duties
15 of the parties to this action and further since that there is NO ADEQUATE REMEDY AT
16 LAW, in that the PLAINTIFF contends that as set forth in Subsection II of NRS
17 §686A.310, DEFENDANT is LIABLE to PLAINTIFF for ANY and ALL DAMAGES
18 SUSTAINED by PLAINTIFF as a DIRECT, PROXIMATE and FORESEEABLE RESULT of
19 ENGAGING in any ONE of the ACTIVITIES set forth in Subsection I of NRS §686A.310
20 as UNFAIR/UNLAWFUL CLAIMS PRACTICES. FURTHERMORE, THIS COURT has
21 continually stated that there is a SPECIAL FIDUCIARY RELATIONSHIP between the
22 insured and the insurer, especially since the insured buys insurance for SECURITY,
23 PROTECTION and PEACE OF MIND. IN ADDITION, the FACTS CLEARLY establish
24 and support a finding that *CCIE* and *said BAD APPLE* acted RECKLESSLY and
25
26 OPPRESSIVELY, KNOWING that there was **NO REASONABLE BASIS** for DENYING
27
28

1 THIS CLAIM and were using UNFAIR/UNLAWFUL CLAIMS PRACTICES TO AVOID
2 paying this CLAIM.

3
4 62. ACCORDINGLY, PLAINTIFF is **ENTITLED** to compensatory damages against
5 DEFENDANT in an amount in excess of One Million Dollars (\$1,000,000) as well as ANY
6 INTEREST to which PLAINTIFF is entitled.

7
8 **DECLARATORY JUDGMENT #4**

9 63. PLAINTIFF repeats, realleges and incorporates herein by this reference the
10 allegations hereinabove inclusively as though set forth at length and in full herein.

11 64. An actual controversy has arisen and now exists relating to the rights and duties
12 of the parties to this action and further since that there is NO ADEQUATE REMEDY AT
13 LAW, in that the PLAINTIFF contends that as defined, **THEFT**, includes **REMOVAL** of
14 my **PERSONAL PROPERTY** from MY RENTAL, by a person other than myself, without
15 my **EXPRESSED WRITTEN PERMISSION** and is a **COVERED LOSS PERIL** under my
16 policy **WITH CCIE**.

17
18
19 65. ACCORDINGLY, the **REMOVAL** of ALL my PERSONAL PROPERTY with the
20 except of the clothes I was wearing, WHICH I **DISCOVERED ON 6 JULY 2022**, is a
21 **COVERED LOSS PERIL** under my policy **WITH CCIE** and I am ENTITLED to **PROMPT**
22 **PAYMENT** of **\$224,750** (\$225,000-\$250 Deductible) as well as ANY INTEREST to
23 which PLAINTIFF is entitled at the rate established pursuant to NRS §99.040 for
24 DEFENDANT's failure to pay PLAINTIFF by **6 OCTOBER 2022** pursuant to NAC
25 §686A.675 (1) (**SEE EXHIBIT L**).

DECLARATORY JUDGMENT #5

66. PLAINTIFF repeats, realleges and incorporates herein by this reference the allegations hereinabove inclusively as though set forth at length and in full herein.

67. An actual controversy has arisen and now exists relating to the rights and duties of the parties to this action and further since that there is NO ADEQUATE REMEDY AT LAW, in that the PLAINTIFF contends that this is a MOST **EGREGIOUS, HORRIFIC, CATASTROPHIC** and **LIFE-ALTERING** THEFT of ALL my personal property, with the exception of the clothes that I was wearing. Among the items **STOLEN** was my **SAFE** with ALL THE INFORMATION regarding my personal property, such as ALL the authentications for the autographed baseballs and ALL the receipts of the originally-purchased items. My **STOLEN** Personal Property was valued at **over \$500,000** and that this was everything I acquired for over the **62+ years** of my life. **THUS**, it would be **UNCONSCIONABLE** for me to be required TO REPLACE ALL of these items AT AGE 62, especially since the **ACTUAL LOSS** is **GREATER** than the POLICY's Personal Property Loss Liability Limits of **\$225,000**. Instead the entire Claim of **\$225,500** should be paid out so that I can use these funds to rebuild some semblance of my life that had been **RIPPED** from me!

68. ACCORDINGLY,, DEFENDANTS **MUST PROMPTLY PAY** PLAINTIFF **\$224,750** (\$225,000-\$250 Deductible) as well as ANY INTEREST to which PLAINTIFF is entitled at the rate established pursuant to NRS §99.040 for failure to pay PLAINTIFF **by 6 OCTOBER 2022** pursuant to NAC §686A.675 (1) (**SEE EXHIBIT L**).

1 **DECLARATORY JUDGMENT #6**

2 69. PLAINTIFF repeats, realleges and incorporates herein by this reference the
3 allegations hereinabove inclusively as though set forth at length and in full herein.
4

5 70. An actual controversy has arisen and now exists relating to the rights and duties
6 of the parties to this action and further since that there is NO ADEQUATE REMEDY AT
7 LAW, in that the PLAINTIFF contends that due to the fact that an UNFAIR/UNLAWFUL
8 CLAIMS PRACTICE Cause of Action revolves around the INSURED'S **CLAIMS LOG**
9 because of the STATUTORY REQUIREMENT that ALL ACCEPTANCE and DENIALS of
10 a CLAIM MUST BE IN WRITING and **NOTATED IN** said **CLAIM LOG** and FURTHER
11 SINCE ANY REQUESTS FOR ADDITION TIME MUST ALSO BE IN WRITING and
12 **AGAIN NOTATED IN** said INSURED'S CLAIM LOG as well as there being a FIDUCIARY
13 DUTY by said INSURER **TO DISCLOSE** and to render an **ACCOUNTING** to said
14 INSURED; any time said INSURER accepts a claim for **LESS THAN** what the INSURED
15 REQUESTED **OR** DENIES ANY PART of said INSURED'S Claim, Requires More Time
16 **OR** said INSURED is FORCED TO INSTITUTE A LAWSUIT FOR UNFAIR/UNLAWFUL
17 CLAIMS PRACTICES; said INSURER MUST IMMEDIATELY PROVIDE said INSURED
18 with a CERTIFIED COPY of said INSURED'S **CLAIM LOG** regarding INSURED's
19 CLAIM!
20
21
22
23
24

25 71. ACCORDINGLY, DEFENDANT, CCIE, MUST IMMEDIATELY PROVIDE **PLAINTIFF**
26 with a CERTIFIED COPY of his **CLAIM LOG** regarding PLAINTIFF's CLAIM!
27
28

DECLARATORY JUDGMENT #7

72. PLAINTIFF repeats, realleges and incorporates herein by this reference the allegations hereinabove inclusively as though set forth at length and in full herein.

73. An actual controversy has arisen and now exists relating to the rights and duties of the parties to this action and further since that there is NO ADEQUATE REMEDY AT LAW, in that the PLAINTIFF contends that as defined, **THEFT**, includes **REMOVAL** of my **PERSONAL PROPERTY** from MY RENTAL, by a person other than myself, without my **EXPRESSED WRITTEN PERMISSION** and is a **COVERED LOSS PERIL** under my policy **WITH CCIE**.

74. ALL CLAIM-RELATED matters **MUST** be handled by the INSURER and can NOT be transferred/handled by any 3rd Party, including LAW FIRMS, as this is a BREACH OF CONTRACT and against Code of Regulations regarding how INSURANCE COMPANIES handle THEIR CLAIMS. The INSURER is ABSOLUTELY REQUIRED to NOTATE/DOCUMENT ALL CORRESPONDENCE regarding this CLAIM, including telephone calls, in the CLAIM LOG for this CLAIM.

75. FURTHERMORE, ALL MATTERS handled by NON-INSURERS, including LAW FIRMS, MUST be STRUCK for the COURT RECORD for VIOLATION of the above-mentioned BREACH BREACH OF CONTRACT and against Code of Regulations regarding how INSURANCE COMPANIES handle THEIR CLAIMS.

76. ACCORDINGLY, DEFENDANT, **CCIE** (OR **CCMC**), MUST **IMMEDIATELY TERMINATE** ITS relationship with LLP regarding PLAINTIFF's CLAIM!

1 **DECLARATORY JUDGMENT #8**

2 77. PLAINTIFF repeats, realleges and incorporates herein by this reference the
3 allegations hereinabove inclusively as though set forth at length and in full herein.
4

5 78. An actual controversy has arisen and now exists relating to the rights and duties
6 of the parties to this action and further since that there is NO ADEQUATE REMEDY AT
7 LAW, in that the PLAINTIFF contends that the use of Call Center "representatives"
8 would be akin to assigning ITS duties for handling Claims to a 3rd Party, which is
9 forbidden by law, a BREACH OF FIDUCIARY DUTIES, most especially confidentiality
10 since CALL CENTERS are by their very nature, organizations that rely on deceiving the
11 caller into believing they are employees of that Insurance Company in order to obtain
12 the caller's **PPI** TO GAIN access to caller's account, i.e., PHISHING as well as their use
13 of deception, coupled with CCIE's allowing USE of your **PPI**, to allow this 3rd party,
14 i.e., NON-CCIE EMPLOYEES and NON-STATE LICENSED INSURANCE Producers/
15 Agents/Brokers/Claim Estimators/Adjusters, to commit **PHISHING** and to **HACK** into
16 YOUR ACCOUNT INFORMATION is PARAMOUNT to a BREACH OF SECURITY.
17
18
19
20

21 79. ACCORDINGLY, DEFENDANT needs to **IMMEDIATELY DISCONTINUE** use of
22 and be **PERMANENTLY ENJOINED** from using Call Center "representatives!"
23

24 **DECLARATORY JUDGMENT #9**

25 80. PLAINTIFF repeats, realleges and incorporates herein by this reference the
26 allegations hereinabove inclusively as though set forth at length and in full herein.
27

28 81. An actual controversy has arisen and now exists relating to the rights and duties
of the parties to this action and further since that there is NO ADEQUATE REMEDY AT

1 LAW, in that because of CCIE's UNFAIR/UNLAWFUL CLAIM PRACTICES that IT be
2 ESTOPPED from SUBROGATION to get ITS money back if I am able to sue the
3 landlord and am awarded FULL DAMAGES for the **THEFT** of MY Personal Property as
4 CCIE should **NOT** BENEFIT because of ITS UNFAIR/UNLAWFUL CLAIMS PRACTICE
5 and UNCLEAN HANDS.
6

7
8 82. ACCORDINGLY, CCIE is **PERMANENTLY ENJOINED** from any FUTURE
9 SUBROGATION of any CLAIMS or AWARDED DAMAGES relating to this CASE and its
10 UNDERLYING LOSS.
11

12 **ADDITIONALLY FOR ALL DECLARATORY JUDGMENT**

13 83. DEFENDANT, CCIE, be **ENJOINED** from ACCEPTING, SUBMITTING and/or
14 ISSUING any new policies regardless of the type of insurance UNTIL IT has
15 COMPLETELY OVERHAULED ITS CLAIMS DEPARTMENT AND CLAIM PROCESSING
16 AND HANDLING to:
17

18 a. DECENTRALIZE IT and reopen LOCAL OFFICES IN ALL STATES WHERE IT
19 SELLS INSURANCE in accordance with current state laws,
20

21 b. STAFF ITS Local Offices with State-Licensed Producers, Brokers, Claim
22 Adjusters/Estimators, etc. in accordance with current state laws,
23

24 c. DISCONTINUE use of a DEFECTIVE said BAD BOT,
25

26 d. REINTRODUCE INDIVIDUAL FILES AND CLAIM LOGS in accordance with
27 current state laws, and
28

e. FULLY process and paid out on all ITS claims CURRENTLY being handled and
processed-Starting with mine in accordance with current state laws!!!!

1 84. Force DEFENDANT to sent an APOLOGY LETTER, via U.S. Mail and
2 electronically, to all Policyholders and to Publish same on its Website and in all local
3 newspapers regarding the non-payment of this Claim and this lawsuit and what
4 measures they are taking to make sure this **NEVER HAPPENS AGAIN** and to conduct
5 its business as set out in its CODE!
6

7 85. *Said BAD APPLE* should pay out of her own personal funds the Punitive
8 Damages in addition to those for Negligent/Intentional Infliction of Emotion Distress!
9 ALTERNATIVELY, *said BAD APPLE* should have to do **10,000 hours** of COMMUNITY
10 SERVICE!
11

12
13 **SIXTH CAUSE OF ACTION**
14 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

15 86. PLAINTIFF repeats, realleges and incorporates herein by this reference the
16 allegations hereinabove inclusively as though set forth at length and in full herein.

17 87. Under Negligence Per Se, since DEFENDANT violated NRS §686A.310 and NAC
18 §686A.675, the **burden of proof SHIFTS to IT** to show excuse or justification for its
19 negligent **inflicting** of emotional distress to PLAINTIFF. *Del Piero versus Phillips*, 105
20 Nevada 48, 769 P.2d 53 (1989); *Barnes versus Delta Lines, Incorporated*, 99 Nevada
21 688, 669 P.2d 709 (1983).
22

23 88. DEFENDANT's conduct would have been the actual or proximate cause for
24 PLAINTIFF to suffer emotional distress.
25

26 89. As a direct, proximate and foreseeable result DEFENDANT's conduct, PLAINTIFF
27 is entitled to damages in amount of between \$5,000,000 to \$10,000,000.
28

SEVENTH CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

90. PLAINTIFF repeats, realleges and incorporates herein by this reference the allegations hereinabove inclusively as though set forth at length and in full herein.

91. DEFENDANT acted in extreme and outrageous conduct with either the intention of, or reckless disregard for, causing emotional distress to PLAINTIFF.

92. DEFENDANT's conduct would have been the actual or proximate cause for PLAINTIFF to suffer emotional distress.

93. As a direct, proximate and foreseeable result DEFENDANT's conduct, PLAINTIFF is entitled to damages in amount of between \$5,000,000 to \$10,000,000.

SPECIAL PLEADING, e.g., FRAUD

EIGHTH CAUSE OF ACTION
CIVIL LIABILITY FOR HATE CRIME (NRS §41.690)

94. PLAINTIFF repeats, realleges and incorporates herein by this reference the allegations hereinabove inclusively as though set forth at length and in full herein.

95. PLAINTIFF suffered injury as the PROXIMATE RESULT of DEFENDANTS' **WILLFUL VIOLATION** of at least one crime including §200.5099 and §200.571.

96. DEFENDANT's **ACTS** were motivated by a desire target PLAINTIFF'S **ACTUAL or PERCEIVED** race, color, **RELIGION as the 2ND COMING**, national origin, physical or mental disability or sexual orientation.

1 97. As a direct, proximate and foreseeable result of DEFENDANT's **ACTS**, PLAINTIFF
2 has been damaged in the amount of at least TWO Hundred and Twenty-four Thousand,
3 Seven Hundred and Fifty Dollars (\$224,750). Although this amount may be
4 INCREASED at the time of the trial.
5

6 98. As a direct, proximate and foreseeable result of DEFENDANT's **ACTS**, PLAINTIFF
7 has been damaged in an additional amount for compensatory damages in an amount
8 at least ONE Million Dollars (\$1,000,000). Although this amount may be INCREASED at
9 the time of the trial.
10

11 99. DEFENDANT's **ACTS** were committed with fraud, oppression, and/or malice,
12 entitling PLAINTIFF to PUNITIVE DAMAGES pursuant to NRS §42.005 and as these
13 **ACTS PERPETRATE CC/E's UNFAIR/UNLAWFUL CLAIM PRACTICES** the "limitations on the
14 amount of an award of exemplary PUNITIVE DAMAGES in subsection 1 do **NOT**
15 apply..." AS such PLAINTIFF is entitled to an amount of at least **\$50,000,000** as a
16 means of deterring that **THESE ACTS** will **EVER HAPPEN AGAIN**. Although these
17 amounts may be INCREASED at the time of the trial.
18
19
20

21 100. As a direct, proximate and foreseeable result of DEFENDANT's **ACTS**, it has
22 become necessary for **ME**, AS the 2ND COMING and an Attorney, to bring THIS
23 lawsuit and **THUS, I AM ENTITLED** to recover fees, INCLUDING ATTORNEY FEES, and
24 costs incurred herein as damages.
25
26
27
28

101. **NINTH CAUSE OF ACTION**
WRIT OF MANDAMUS

a. PLAINTIFF repeats, realleges and incorporates herein by this reference the allegations hereinabove inclusively as though set forth at length and in full herein.

b. The United States District Court for the District of Nevada acted arbitrarily and capriciously by failing to:

1) ENTER a DEFAULT JUDGMENT against **CCIE** as REQUIRED by Rule 55(b)(1);

2) HOLD a "PROVE-UP" HEARING and ENTER a DEFAULT JUDGMENT against **CCIE** as REQUIRED by Rule 55(b)(2);

3) CONSIDER the PLAINTIFF's MOTION for SUMMARY JUDGMENT against **CCIE** and ORDER a SUMMARY JUDGMENT against **CCIE** as REQUIRED by Rule 56;

4) CONSIDER the PLAINTIFF's MOTION for SANCTIONS for VIOLATION of RULE 11 of the F.R.C.P. and N.R.C.P. and ISSUES SANCTIONS against **CCIE**, through ITS Attorneys, as well as STRIKING all of DEFENDANT'S FILED- PLEADINGS, including, but NOT limited to, ITS "ANSWER" AND DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION for DEFAULT and SUMMARY JUDGMENTS;

5) GRANT and CONDUCT RULE 57 "SPEEDY HEARINGS" for PLAINTIFF's PLED Declaratory Relief;

6) DETERMINE IF *WILSON, ELSEER, MOSKOWITZ, EDELMAN & DICKER LLP* Law Firm (hereinafter "**LLP**") had **LEGAL AUTHORIZATION** from a **CCIE** EMPLOYEE or CORPORATE OFFICER **LEGALLY QUALIFIED** to ENTER into a CONTRACTUAL RELATION with *IT*; and

1 7) DETERMINE IF the **TAINT** of LLP's **FRAUD UPON THE COURT** rendered THIS
2 COURT incapable of **CONTINUING** with THIS CASE because of **ACTUAL/**
3 **IMPLIED BIAS of the JUDGES** against PLAINTIFF and in favor of **CCIE**, through *ITS*
4 Attorneys, in violation of 28 U.S. Code §455, 28 U.S. Code §144 and/or NRS
5 §1.235.

6 c. The United States District Court for the District of Nevada's arbitrary and
7 capricious actions justify this Court's issuance of a WRIT OF MANDAMUS directing the
8 United States District Court for the District of Nevada to take the following actions:
9

10 1) ENTER a DEFAULT JUDGMENT against **CCIE** as REQUIRED by Rule 55(b)
11 (1);

12 2) HOLD a "PROVE-UP" HEARING and ENTER a DEFAULT JUDGMENT
13 against **CCIE** as REQUIRED by Rule 55(b)(2);

14 3) CONSIDER the PLAINTIFF's MOTION for SUMMARY JUDGMENT against
15 **CCIE** and ORDER a SUMMARY JUDGMENT against **CCIE** as REQUIRED by
16 Rule 56;

17
18 4) CONSIDER the PLAINTIFF's MOTION for SANCTIONS for VIOLATION of
19 RULE 11 of the F.R.C.P. and N.R.C.P. and ISSUES SANCTIONS against **CCIE**,
20 through ITS Attorneys, as well as STRIKING all of DEFENDANT'S FILED-
21 PLEADINGS, including, but NOT limited to, *ITS* "ANSWER" AND DEFENDANT'S
22 OPPOSITION TO PLAINTIFF'S MOTION for DEFAULT and SUMMARY
23 JUDGMENTS;

24 5) GRANT and CONDUCT RULE 57 "SPEEDY HEARINGS" for PLAINTIFF's
25 PLED Declaratory Relief;

26
27 6) DETERMINE IF *WILSON, ELSEER, MOSKOWITZ, EDELMAN & DICKER LLP*
28 Law Firm (hereinafter "**LLP**") had **LEGAL AUTHORIZATION** from a **CCIE**

1 EMPLOYEE or CORPORATE OFFICER **LEGALLY QUALIFIED** to ENTER into a
2 CONTRACTUAL RELATION with *IT*; and

3
4 7) DETERMINE IF the **TAINT** of LLP's **FRAUD UPON THE COURT** rendered THIS
5 COURT incapable of **CONTINUING** with THIS CASE because of **ACTUAL/**
6 **IMPLIED BIAS of the JUDGES** against PLAINTIFF and in favor of *CCIE*, through *ITS*
7 Attorneys, in violation of 28 U.S. Code §455, 28 U.S. Code §144 and/or NRS
8 §1.235.

9 **PRAYER**

10 WHEREFORE, PLAINTIFF prays for relief as follows:

11 **FIRST CAUSE OF ACTION**
12 ***UNFAIR PRACTICES IN SETTling CLAIMS; LIABILITY OF INSURER FOR***
13 ***DAMAGES***

- 14
15 1. For General Damages against DEFENDANT in an amount in excess of Two
16 Hundred and Twenty-four Thousand, Seven Hundred and Fifty Dollars (\$224,750) .
17
18 2. For Compensatory Damages against DEFENDANT in an amount in excess of ONE
19 Million Dollars (\$1,000,000).
20
21 3. For Punitive Damages against DEFENDANT in an amount in excess of TEN Million
22 Dollars (\$10,000,000)
23
24 4. For reasonable attorney's fees and cost expended in this action.
25
26 5. For such other and further relief as this Court deems just and proper.
27
28

SECOND CAUSE OF ACTION
ABUSE, NEGLECT OR EXPLOITATION OF AN OLDER VULNERABLE PERSON

1. For General Damages against DEFENDANT in an amount in excess of FOUR Hundred and Forty-five Thousand Dollars (\$445,000).
2. For Punitive Damages against DEFENDANT in an amount in excess of TEN Million Dollars (\$10,000,000).
3. For reasonable attorney's fees and cost expended in this action.
4. For such other and further relief as this Court deems just and proper.

THIRD CAUSE OF ACTION
BREACH OF FIDUCIARY DUTIES

1. For General Damages against DEFENDANT in an amount in excess of SEVENTY-FIVE Thousand Dollars (\$75,000).
2. For Punitive Damages against DEFENDANT in an amount in excess of TEN Million Dollars (\$10,000,000)
3. For reasonable attorney's fees and cost expended in this action.
4. Enjoin DEFENDANT from selling any more Insurance Policies for BREACH of Fiduciary Duties, especially Confidentiality and Privacy, as well as for a SECURITY BREACH OF PERSONAL PRIVATE INFORMATION that **must** be remedied by **discontinuing** the use of 3rd-Party Call Centers to increase their Profits and to conduct its business as set out in its CODE!
5. For such other and further relief as this Court deems just and proper.

FOURTH CAUSE OF ACTION
ABUSE OF PROCESS

1. For General Damages against DEFENDANT in an amount in excess of SEVENTY-FIVE Thousand Dollars (\$75,000).
2. For Punitive Damages against DEFENDANT in an amount in excess of TEN Million Dollars (\$10,000,000)
3. For reasonable attorney's fees and cost expended in this action.
4. For such other and further relief as this Court deems just and proper.

FIFTH CAUSE OF ACTION
DECLARATORY JUDGMENTS

1. For general damages against DEFENDANT in an amount in excess of Two Hundred and Twenty-four Thousand, Seven Hundred and Fifty Dollars (\$224,750) .
2. For compensatory damages against DEFENDANT in an amount in excess of One Million Dollars (\$1,000,000).
3. DEFENDANT, CCIE, be ENJOINED from ACCEPTING, SUBMITTING and/or ISSUING any new policies regardless of the type of insurance UNTIL IT has COMPLETELY OVERHAULED ITS CLAIMS DEPARTMENT AND CLAIM PROCESSING AND HANDLING to:
 - a. DECENTRALIZE IT and reopen LOCAL OFFICES IN ALL STATES WHERE IT SELLS INSURANCE,
 - b. STAFF ITS Local Offices with State-Licensed Producers, Brokers, Claim Adjusters/Estimators, etc.,

- c. DISCONTINUE use of a DEFECTIVE said BAD BOT,
- d. REINTRODUCE INDIVIDUAL FILES AND CLAIM LOGS, AND
- e. FULLY process and paid out on all ITS claims CURRENTLY being handled and processed-Starting with mine!!!!

4. Force DEFENDANT to sent an APOLOGY LETTER, via U.S. Mail and electronically, to all Policyholders and to Publish same on its Website and in all local newspapers regarding the non-payment of this Claim and this lawsuit and what measures they are taking to make sure this **NEVER HAPPENS AGAIN** and to conduct its business as set out in its CODE!

5. *Said BAD APPLE* should pay out of her own personal funds the Punitive Damages in addition to those for Negligent/Intentional Infliction of Emotion Distress.

ALTERNATIVELY, *said BAD APPLE* should have to do **10,000 hours** of COMMUNITY SERVICE!

6. For reasonable attorney's fees and cost expended in this action.

7. For such other and further relief as this Court deems just and proper.

SIXTH CAUSE OF ACTION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

1. For Damages awarded to PLAINTIFF in amount of between **\$5,000,000 to \$10,000,000** for Negligent Infliction of Emotional Distress and/or Intentional Infliction of Emotional Distress as a direct, proximate and foreseeable result DEFENDANT's conduct!

2. For reasonable attorney's fees and cost expended in this action.

3. For such other and further relief as this Court deems just and proper.

SEVENTH CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

1. For Damages awarded to PLAINTIFF in amount of between **\$5,000,000 to \$10,000,000** for Negligent Infliction of Emotional Distress and/or Intentional Infliction of Emotional Distress as a direct, proximate and foreseeable result DEFENDANT's conduct!

2. For reasonable attorney's fees and cost expended in this action.

3. For such other and further relief as this Court deems just and proper.

EIGHTH CAUSE OF ACTION
CIVIL LIABILITY FOR HATE CRIME (NRS §41.690)

1. For General Damages against DEFENDANT in an amount in excess of Two Hundred and Twenty-four Thousand, Seven Hundred and Fifty Dollars (\$224,750) .

2. For Compensatory Damages against DEFENDANT in an amount in excess of ONE Million Dollars (\$1,000,000).

3. For Punitive Damages against DEFENDANT in an amount in excess of FIFTY Million Dollars (\$50,000,000)

4. For reasonable attorney's fees and cost expended in this action.

5. For such other and further relief as this Court deems just and proper.

NINTH CAUSE OF ACTION
WRIT OF MANDAMUS

The United States District Court for the District of Nevada's arbitrary and capricious actions justify THIS Court's issuance of a WRIT OF MANDAMUS directing the United States District Court for the District of Nevada to take the following actions:

1. ENTER a DEFAULT JUDGMENT against **CCIE** as REQUIRED by Rule 55(b)(1);
2. HOLD a "PROVE-UP" HEARING and ENTER a DEFAULT JUDGMENT against **CCIE** as REQUIRED by Rule 55(b)(2);
3. CONSIDER the PLAINTIFF's MOTION for SUMMARY JUDGMENT against **CCIE** and ORDER a SUMMARY JUDGMENT against **CCIE** as REQUIRED by Rule 56;
4. CONSIDER the PLAINTIFF's MOTION for SANCTIONS for VIOLATION of RULE 11 of the F.R.C.P. and N.R.C.P. and ISSUES SANCTIONS against **CCIE**, through ITS Attorneys, as well as STRIKING all of DEFENDANT'S FILED-PLEADINGS, including, but NOT limited to, ITS "ANSWER" AND DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION for DEFAULT and SUMMARY JUDGMENTS;
5. GRANT and CONDUCT RULE 57 "SPEEDY HEARINGS" for PLAINTIFF's PLED Declaratory Relief;
6. DETERMINE IF *WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP* Law Firm (hereinafter "*LLP*") had **LEGAL AUTHORIZATION** from a **CCIE** EMPLOYEE or CORPORATE OFFICER **LEGALLY QUALIFIED** to ENTER into a CONTRACTUAL RELATION with *IT*; and
7. DETERMINE IF the **TAINT** of *LLP*'s **FRAUD UPON THE COURT** rendered THIS COURT incapable of **CONTINUING** with THIS CASE because of **ACTUAL/IMPLIED BIAS** of the

1 **JUDGES** against PLAINTIFF and in favor of **CCIE**, through *ITS* Attorneys, in violation of
2 28 U.S. Code §455, 28 U.S. Code §144 and/or NRS §1.235.

3
4 **INTEREST**

5 PLAINTIFF maintains the Right to Contractual Interest Rate if said Rate is
6
7 GREATER THAN Statutory or Judgement Interest Rate.

8
9 **DEMAND FOR JURY TRIAL**

10 PLAINTIFF demands a JURY TRIAL for ALL of the above Causes of Actions and
11 for determining DAMAGE Awards, such as PUNITIVE DAMAGES, as well as TO
12 EXPOSE THIS WRONG TO THE WORLD!
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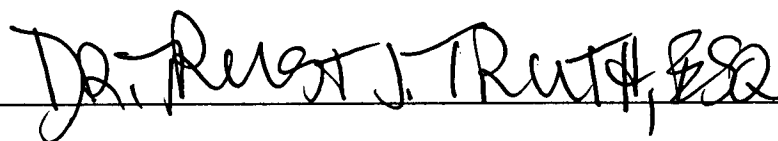
CERTIFICATION AND CLOSING

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with requirements of Rule 11.

I agree to provide the clerk's office with any changes to my address where case's last related papers may be served understand that my failure to keep a current address on file with the clerk's office may result in the dismissal of my case I agree to provide the clerk's office with any changes to my address where case's last related papers may be served understand that my failure to keep a current address on file with the clerk's office may result in the dismissal of my case.

Date of signing: **13 FEBRUARY 2023**

Signature of Plaintiff: _____



DR. TRUST JUSTICE "TJ" TRUTH, ESQUIRE

INDEX OF EXHIBITS

EXHIBIT A-THECODE

EXHIBIT B-WELCOMELLETTER

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EXHIBIT I-SUMMONS

EXHIBIT J-ELECTRONIC FILING NOTICE OF SUMMONS ISSUED TO DEFENDANT

EXHIBIT K-NRS §686A.310-2 pages

EXHIBIT L-NAC §686A.675

EXHIBIT M-NAC §686A.670

EXHIBIT N-NAC §686A.665

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EXHIBIT A - *the CODE*

THE CALIFORNIA CASUALTY CODE

WE ARE IN THE BUSINESS TO PROVIDE SERVICE!!

Our goal is to provide the **HIGHEST quality of service** and protection at a reasonable price, **commensurate with FULFILLING OUR FINANCIAL OBLIGATION** to our **POLICYHOLDERS**, employees, stockholders and claimants.

We **MUST** operate with **COMPLETE HONESTY** both moral and financial.

*We should offer our services **only** to those who are likely to measure up to our standards of quality on a **long term basis**.*

We should provide our **CUSTOMERS** with broad modern contract and should **FULFILL not only** the letter **but also** the intent of our contracts.

We have an obligation to determine the insurance needs of our **CUSTOMERS** and to **FULFILL those needs as completely as possible**.

We **MUST FULFILL** our **PROMISES** to our **CUSTOMERS** and we **MUST NOT** promise anything we cannot deliver.

We should strive **to build LONG-TERM CUSTOMER LOYALTY** and give the **UTMOST CONSIDERATION** to those who demonstrated **LOYALTY!!**

We have an **OBLIGATION TO TRAIN** our people **to enable** them to provide **SUPERIOR service** and **to adhere** to our **HIGH STANDARDS OF PERFORMANCE**. OUR people have an obligation to accept training, **LEARN THEIR JOBS** and work continuously to **IMPROVE** their performance.

EVERYONE in our company should be friendly, **RESPONSIVE**, helpful, **PROMPT**, accurate, **and CONSCIENTIOUS**-not only of our **CUSTOMERS**, but of other employees, claimants, suppliers and general public.

EVERY person in our organization **CONTRIBUTES TO OUR REPUTATION** and should **ADHERE TO OUR HIGH STANDARDS** both on and off the job.

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EXHIBIT B -WELCOMELLETTER



California Casualty

P.O. BOX 39700
COLORADO SPRINGS CO 80949

Customer Service: 1-800-800-9410
Monday - Friday 6:00 A.M. 6:00 P.M.
Saturday 8:00 A.M. 12:00 P.M. (PT)

Your renters policy number: **2A1 4197849**

Dear JAMES VERNA,

Thank you for choosing California Casualty as your renters insurance provider. You've just taken advantage of specialized, tailored coverage available only to CALIFORNIA TEACHERS ASSOCIATION members. We appreciate the opportunity to provide you with the excellent service and protection that has been a central mission of our company since our founding in 1914.

For accuracy, please review the enclosed insurance policy documents. If you have any questions, California Casualty is here for you. You can reach one of our award winning customer service team members at 1-800-800-9410. If you prefer to manage your account online and have access to your documents anytime from anywhere, visit www.calcas.com/go-paperless-new.

We are striving to be more than just your insurance company - we want to be a valuable resource too. Check out our blog at mycalcas.com for tips on getting the most out of your insurance, information on protecting your home and great "how to" ideas for your profession.

We thank you again for trusting us to protect what's important to you.

Sincerely,

Daphne Pavone
Vice President, Customer Service
California Casualty

*P.S. We also offer personal umbrella policies, flood insurance, pet insurance and more!
Please visit www.calcas.com for details.*

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**EXHIBIT C - HOMEOWNERS4POLICY-
RENTERSDECLARATIONS**
PAGE AMENDED


California Casualty

Home Office: San Mateo, CA

For questions on your policy or to report a loss, call 800-800-9410. This document can be viewed at calcas.com/My-Account.

 Coverage provided by: **CALIFORNIA CASUALTY INDEMNITY EXCHANGE**
**RENTERS POLICY DECLARATIONS
AMENDED**

Your policy is billed annually. Billing information will be mailed separately.

This replaces all previous declarations.

NAMED INSURED(S):

 TRUST J TRUTH
150 Navajo Ave
San Francisco, CA 94112-3333

POLICY NUMBER:

2A1 4197849

POLICY PERIOD:

 Effective 07/28/21 Expiration 07/28/22
12:01 A.M. Standard Time at the
location of the property insured
Amendment Effective: 04/15/2022

THE RESIDENCE PREMISES COVERED BY THIS POLICY IS LOCATED AT:

150 Navajo Ave # C San Francisco, CA 94112-3333

RATING INFORMATION:

 Automatic Value-Up at Renewal
Residence: Primary
Construction Type: Frame

 Protection Class: 01
Territory: U3

DEDUCTIBLE:

Section I Loss Deductible = \$250

Coverage is provided only where a limit of liability is shown or a premium is stated.

SECTION I PROPERTY

 Coverage C - Personal Property
Coverage D - Loss of Use

LIMIT OF LIABILITY

 \$ 225,000
\$ 67,500

PREMIUMS

 \$ 841.00
Included

SECTION II LIABILITY

 Coverage E - Personal Liability
Coverage F - Medical Payments to Others

 \$ 100,000
\$ 1,000

 Each Occurrence
Each Person

 \$ 3.00
Included

ADDITIONAL COVERAGES

 HO0407 Personal Property Replacement Cost Loss Settlement - California
HO0426 Limited Fungi, Wet or Dry Rot, or Bacteria Coverage
HO2490 Workers Compensation Residence Employees - California

 Included
Included
Included

TOTAL POLICY PREMIUM

\$ 944.00

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EXHIBIT D - HOMEOWNERS4LossReportForm

HOMEOWNER LOSS REPORT

Name of Insured TRUST JUSTICE TRUTH Policy No. 2A1 4197849 Claim No. 50000599839
 Address 4360 BROOKHAVEN DR. #101 Home Phone _____
LAS VEGAS, NV 94112 Business Phone _____
 Email _____

Date of Loss or Accident 07/07/22 Location 150 NAVAJO AVE SAN FRANCISCO
 Fire Dept or Police Notified? YES Station INCLEADE Date 7 JULY 2022
☐ Fire ☐ Windstorm ☐ Theft from Premises ☐ Personal Liability/Medical
☐ Lightning ☐ Explosion ☐ Glass Breakage ☒ Other (explain)
☐ Cause by Vehicle/Aircraft ☐ Vandalism ☐ Theft Away From Premises

FACTS

How did loss or damage occur? Describe in detail.
SEE ATTACHED STMT

PERSONAL INJURY

Name of Injured _____ Home Phone _____
 Address _____ Business Phone _____
 Nature and extent of injuries _____
 If a minor, parents name _____

PROPERTY DAMAGE

PLEASE ITEMIZE ON REVERSE SIDE OF FORM. USE ADDITIONAL FORMS IF NECESSARY.

Owner of property damaged or stolen _____ Home Phone _____
 Address _____ Agent _____

OTHER INSURANCE

Is there other insurance that should apply? _____ Name of Company _____
 Policy Number _____ Agent _____
 Company Address _____ Agent Phone _____
 Date _____ No. of Pages Inventory Forms Submitted _____

For your protection, California law requires the following to appear on this form:

"Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

Policy Holder's Signature [Signature] Date 25 JULY 2022

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EXHIBIT E - SFPDRPT-3 pages

San Francisco Police Department
INCIDENT REPORT

220447545

Report Type: Initial

I N C I D E N T	Incident Number 220-447-545	Occurrence From Date / Time 07/08/2022 15:30	Occurrence To Date / Time 07/08/2022 15:30	Reported Date / Time 07/07/2022 17:01	CAD Number 221862346	
	Type of Incident MISCELLANEOUS INVESTIGATION 68020					
	Location of Occurrence: 150 NAVAJO AVE		At Intersection with/Premise Type HOUSE		District INGLESIDE	
	Confidential Report? <input type="checkbox"/>	Arrest Made? <input type="checkbox"/>	Suspect Known? <input checked="" type="checkbox"/>	Suspect Unknown? <input type="checkbox"/>	Non-Suspect Incident? <input type="checkbox"/>	Domestic Violence? <input type="checkbox"/>
	Location Sent / On View: 1 SGT JOHN V YOUNG ST		At Intersection with SAN JOSE AVE		Reporting District INGLESIDE	
Crime and Clearance Status 0	Reported to Bureau Name	Star	Date/ Time	Elder Victim <input type="checkbox"/>	Gang Related? <input type="checkbox"/>	
		Juvenile Subject? <input type="checkbox"/>	Prejudice Based? <input type="checkbox"/>			
Have you reviewed the attached list of procedures required by Department General Order (DGO) 7.04?						

O F F I C E R A T I O N	I declare under penalty of perjury, this report of <u>3</u> pages is true and correct, based on my personal knowledge, or is based on information and belief following an investigation of the events and parties involved.				
	PROP 115 CERTIFIED Post Training				
	Reporting Officer (PSA) BAUTISTA, GRACE M	Star 4778	Station Ingleside Station	Watch 1500-0100	Date 07/07/22 20:54
	Reviewing Officer NOGUCHI, MARI K	Star 1550	Station Ingleside Station	Watch 1500-0100	Date 07/07/22 20:57
	OIC NOGUCHI, MARI K	Star 1550	Station Ingleside Station	Watch 1500-0100	Date 07/07/22 20:58
Related Case -	Related Case -	Re-assigned to Copies to 3*300	Assigned to 3*300	Assigned by GB 4778	

R / V I C T I M	Code RV 1	Name (Last, First Middle) TRUST, JUSTICE TRUTH	Alias	Email not provided								
	Day Phone	Type	Home Address	City State Zip Code								
	Night Phone	Type	Work Address	City State Zip Code								
	DOB 04/24/80	Age 62	DOB Unk. <input type="checkbox"/>	or age between and	Race M	Sex M	Height 6'0"	Weight 180	Hair Color GRY	Eye Color BLU	ID Type Juried	ID No.
	Confidential Person <input type="checkbox"/>	Violent Crime Notification <input type="checkbox"/>	293 PG Notification <input type="checkbox"/>	Follow-up Form YES <input checked="" type="checkbox"/>	Statement YES <input checked="" type="checkbox"/>	Relationship to Subject OTHER (NARRATIVE)						
	School (if Juvenile)	Injury/Treatment NO INJURY	Other Information/If Interpreter Needed Specify Language									
	Interpreter Needed <input type="checkbox"/>	Language	Language Description (if Other)	Language Line Service/Interpreter ID#	Bilingual Ofc Star#							

SFPD Crime Information

San Francisco Police Department
INCIDENT REPORT

220447545

Report Type: Initial

S U S P E C T	Code S 1	Name (Last, First Middle) KONTRAFOURIS, TOM			Alias			Email not provided			
	Day Phone	Type	Home Address		City		State		Zip Code		
	Night Phone	Type	Work Address		City		State		Zip Code		
	DOB Unknown	Date of Birth	Age	or age between and 80		Race U	Sex M	Height 5'8	Weight 180	Hair Color GRY	Eye Color BRO
	SFNO	J/D# (If Juvi)	ID Type/Jurisdiction/Number			ID Type/Jurisdiction/Number		ID Type/Jurisdiction/Number			
	Booking Charge(s)					Booking Location					
	Warrant #	Court#	Action#		Dept#		Enroute to				
	Warrant Violation(s)							Bail (\$)			
	Citation#	Violation(s)			Appear Date/time		Location of Appearance				
	<input type="checkbox"/> CA Form Booked Copy Attached		Mirandized: Star <input type="checkbox"/>		Date Time		CWS Check Star				
Book/Cite Approval Star		Mass Arrest Code		M X-Rays <input type="checkbox"/>		School (If Juvenile)		Statement <input type="checkbox"/>			
Other Information: Citation/Warrant/Booking Charge(s)/Missing Person-Subject Description; Scars, Marks, Tattoos SUSPECT IS RV1'S LANDLORD AT 150 NAVAJO AVE.											
Interpreter Needed <input type="checkbox"/>		Language		Language Description (Other)		Language Line Service/Interpreter ID#		Bilingual Ofc Star#			
P R O P E R T Y	Code/No EVD 1	Item Description STATEMENT				Brand		Model			
	Serial No.	Gun Make	Caliber	Color	Narcotics Lab No.		Quantity 1	Value			
	Seized by (Star) 4778		From Where SGT. JON V YOUNG LN (INGLESIDE STATION)								
	Additional Description/Identifying Numbers VICTIM'S WRITTEN STATEMENT Submitted at: H - Ingleside										
P R O P E R T Y	Code/No STN 1	Item Description PERSONAL PROPERTY				Brand VARIOUS		Model			
	Serial No.	Gun Make	Caliber	Color	Narcotics Lab No.		Quantity	Value \$500,000.00 Total			
	Seized by (Star)		From Where								
	Additional Description/Identifying Numbers clothes, furniture, jewelry, collections, belonging to RV1										

San Francisco Police Department
INCIDENT REPORT

Report Type: Initial

220447545

NARRATIVE

On 07/07/2022 at approximately 1701 hours, I was on duty at Ingleside Police Station when (RV1) Justice Truth Trust came to report a miscellaneous investigation.

Trust relayed the following information to me:

On 07/06/2022 at approximately 1530 hours, after seven months of being out of town, Trust came back to his apartment at 150 Navajo Ave. When he tried to enter his unit, he discovered that a new gate had been installed and his key would not work. Additionally, he noticed that new windows, doors and metal security doors had been placed where his keys could not access. Trust told me that he paid for his rent during the time he had been out of town for seven months.

Trust said he further found out that all his (STN1) personal possessions, such as clothing, appliances, furniture and other miscellaneous collections were no longer in his unit when he peeked over the windows. Trust believed that all his belongings had been stolen by his landlord, (S1) Tom Kontrafouris. Trust said he had no available witness, or video footage capturing Kontrafouris stealing his belongings.

Trust told me that he attempted to call Kontrafouris several times and left him messages, but he did not return his calls. Trust described Kontrafouris as Greek descent male, in his 30's, approximately 5'8", 180 lbs., gray hair and brown eyes. Trust expressed his intention to press charges against Kontrafouris. Trust told me that he needed a police report for his insurance claim.

Trust wrote his (EVD1) statement about this incident and I booked it as evidence at Ingleside Station. I uploaded and attached Trust's statement to this report.

I provided Trust a Follow up form with a case number and Marsy's card.

Retrieved by 23982 on 11/11/2022 at 10:22 AM
SFPD Crime Information Services Unit (N15) 5453232

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EXHIBIT F - UPDATEDLOSSRPT

AMENDED RENTER'S LOSS REPORT*

***THIS AMENDED RENTER'S LOSS REPORT CANCELS AND REPLACES THE EARLIER LOSS REPORT RECEIVED ON 25 JULY 2022 IN CONTENT ONLY BUT STILL RETAINS THE 25 JULY 2022 DATE AS THE DATE ON WHICH CCIE'S CLAIMS DEPARTMENT RECEIVED MY LOSS REPORT AND STARTED THE 30 CALENDAR OR WORK DAYS IN WHICH CCIE'S CLAIMS DEPARTMENT HAD TO PROVIDE ME AS DR. TRUST JUSTICE "TJ" TRUTH, ESQUIRE, WRITTEN ACCEPTANCE OR DENIAL OF MY CLAIM LOSS AS SET OUT BELOW OR A WRITTEN REQUEST FOR MORE TIME!!**

Name of INSURED: **DR. TRUST JUSTICE "TJ" TRUTH, ESQUIRE**
POLICY NO. **2A1 419749**
Claim #**50000599839**
Address: 4030 S Jones Blvd., Ste 31587, Las Vegas, NV 89103
Date of Loss: **06 JULY 2022**
Location of LOSS: **150 Navajo Ave, San Francisco, CA 94112-3333**
Yes the SFPD at the Ingleside Station were Notified on 7 JULY 2022 and ISSUED SFPD Incident Report #**220447545** (SEE ATTACHED COPY)

FACTS of THEFT FROM PREMISES

ON 6 JULY 2022, I suffered a MOST **EGREGIOUS, HORRIFIC, CATASTROPHIC** and **LIFE-ALTERING THEFT** of **ALL** my personal property, with the exception of the clothes that I was wearing. Among the items **STOLEN** was my **SAFE** with **ALL** THE INFORMATION regarding my personal property, such as **ALL** the authentications for the autographed baseballs and **ALL** the receipts of the originally-purchased items. My **STOLEN** Personal Property was valued at **over \$500,000** and that this was everything I owned or acquired for over the **62+ years** of my life. I **NEVER** authorized the removal of my personal property **NOR** was it abandoned. I also reported this **THEFT** to the San Francisco Police Department ON 7 JULY 2022 and received SFPD Incident Report #220447545 detailing this THEFT.

IN A MORE **SERIOUS** MATTER, I am **FORCED** to continue to **FEEL SICK** to my stomach, **SUFFER anxiety, HAVE confused emotions and rage**. I am **ALSO sleep deprived AND HAVE extreme lethargy** as well as **SLIDING FURTHER** into AN **ABYSS OF HOPELESSNESS and DESPAIR!!** IN ADDITION, **BECAUSE** I had over **\$500000** of my **Personal Property** **TAKEN, i.e., STOLEN**, from me that I had acquired during **60+ years** of my life for which I have yet to been compensated; I can **NOT** afford to seek competent **TREATMENT** for my **EVER-WORSENING EMOTIONAL DISTRESS!** When I do **RECEIVE MY CLAIM**, I will **SEEK TREATMENT** so that I can start **REBUILDING** some semblance of a **LIFE**, since mine has been **RIPPED AWAY** and **STOLEN** for me as well as being **FORCED** to watch OTHERS buying my **STOLEN Personal Property, SOME IRREPLACEABLE ONE-OF-A-KIND ITEMS** or **FAMILY HEIRLOOMS!!**

I have attached an **UPDATED Personal Property Loss Schedule** that will show that I have **LOST MORE THAN** the **\$225,000 Personal Property LOSS LIMITATION** of MY POLICY # 2A1419849. THIS PROPERTY LOSS SCHEDULE is **NOT COMPLETE** and may be **UPDATED** as TIME PERMITS OR my CLAIM IS **FINALLY PAID!!** HOWEVER, THIS SCHEDULE is **SUFFICIENT** to **ESTABLISH** that the **ACTUAL PURCHASE LOSS** is **GREATER THAN** the **POLICY's LIMITATIONS** and the **ACTUAL** REPLACEMENT COST and the REPLACEMENT thereof is **IRRELEVANT** AND FULL CLAIM LOSS OF \$225,000 SHOULD and MUST IMMEDIATELY BE PAID as the DEDUCTIBLE IS USED ONLY WHERE REPLACEMENT COSTS ARE A FACTOR!! I have also attached the **FIRST SET** of **RECEIPTS** of the **REPLACEMENT** ITEMS of my **STOLEN PERSONAL PROPERTY** as well as the **RENTER'S POLICY DECLARATION AMENDED-SHOWING NAME CHANGE** on MY POLICY dated **15 APRIL 2022**.

DATED: **25 JULY 2022**

POLICY Holders Signature


DR. TRUST JUSTICE "TJ" TRUTH, ESQUIRE

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EXHIBIT G - UPDATED PPLOSSSCH-5 pages

**PERSONAL PROPERTY LOSS
CLAIM #50000599839**

QTY	DESCRIPTION	ORIGINAL COST/ ESTIMATED FMV WHEN INSERTED	PLACE OF PURCHASE	DATE OF PURCHASE MM/YY	REPLACEMENT COST	CONDITION
1	Blaze Professional LUX 44-Inch 4- Burner Propane Gas Grill BLZ-4PRO-LP with Cover & Propane Tank	\$6600	Dvorson's Restaurant Supply Sausalito, CA	12/2013	\$8700	2
1	CANNON EOS MARK camera, batteries, battery charges, straps, leather case + protection package	\$7500	USA Cannon	09/2020	\$8350	2
1	CANNON Camera lens: RF135mm, RF85mm, RF15-30mm, RF5.2mm Dual Fisheye & RF400mm with filters, covers & hoods, cables, tripod and Backpack	\$21,399	USA Cannon	09/2020	\$24,450	2
1	Coach metro slim briefcase	\$475	COACH Store SF, CA	06/2003	\$600	2
1	Coach league flap backpack	\$475	COACH Store SF, CA	06/2003	\$600	2
5	Coach leather belts	\$825	COACH Store SF, CA	06/2003	@ \$200 = \$1000*	2
1	Balabushka Detachable Pool Cue Stick, Bag & Accessories	\$925	Pool Supplies & More Mission St, SF, CA	08/2008	\$1315	2
1	"Billiard" Neon Sign	\$365	Pool Supplies & More Mission St, SF, CA	08/2008	\$450	1

QTY	DESCRIPTION	ORIGINAL COST/ ESTIMATED FMV WHEN INHERITED	PLACE OF PURCHASE	DATE OF PURCHASE MM/YY	REPLACEMENT COST	CONDITION *See Below
	ALL OTHER GROCERIES, ALCOHOL & HOUSEHOLD PRODUCTS NOT SPECIALLY MENTIONED	\$15,000	VARIOUS	VARIOUS	\$15,000*	1
	ALL OTHER CLOTHES, SHOES & ACCESSORIES including Ski and Running Apparel NOT SPECIALLY MENTIONED	\$100,000	VARIOUS	VARIOUS	\$100,000*	2
	ALL OTHER FURNITURE NOT SPECIALLY MENTIONED	\$50,000	VARIOUS	VARIOUS	\$75,000*	2
1	Signed Copy of Ferris Bueller's Day Off Movie Poster	\$1000	Sports & Memorable Shop on Geary Blvd in SF, CA	06/2004	\$1200	1
1 pair	Dorothy's RUBY Slippers from the Wizard of OZ	\$6000	Sports & Memorable Shop on Geary Blvd in SF, CA	06/2004	\$7500	1
1	Specialized Sirrus Bicycle + Accessories	\$1750	Valencia Cyclery	04/2019	\$2800*	2
1	Specialized Road Bicycle + Accessories	\$700	Valencia Cyclery	06/2004	\$1200*	2
1	Specialized Hybrid Bicycle + Accessories	\$750	Valencia Cyclery	06/2004	\$1200*	2
1137	CDs	\$13000	VARIOUS	VARIOUS	\$25,000*	2
357	DVDs & VHS	\$8925	VARIOUS	VARIOUS	\$20,000*	2
	ALL OTHER OFFICE PRODUCTS including Computers & SUPPLIES NOT SPECIALLY MENTIONED	\$15,650	VARIOUS	VARIOUS	\$17,975*	1/2

QTY	DESCRIPTION	ORIGINAL COST/ ESTIMATED FMV WHEN INHERITED	PLACE OF PURCHASE	DATE OF PURCHASE MM/YY	REPLACEMENT COST	CONDITION See Below
2	Samsung Galaxy S21 ULTRAs + Accessories	\$1500 @ 2 = \$3000	VARIOUS	VARIOUS	\$1700 @ 2 = \$3400*	5/5
1	Handmade Leather Bomber Jacket	\$7500	Shoe & Leather Repairs in Burlingame, CA	03/2008	\$12,000	1
1	Baseball autographed by DiMaggio/Mantle/Maris	\$22000	Sports & Memorable Shop on Geary Blvd in SF, CA	06/2004	\$30000	2
1	Baseball autographed by Ted Williams	\$3500	Sports & Memorable Shop on Geary Blvd in SF, CA	06/2004	\$5000	2
1	Baseball autographed by Ruth/Gehrig	\$45000	Sports & Memorable Shop on Geary Blvd in SF, CA	06/2004	\$69000	2
1	Baseball autographed by Fred Lynn after he hit the Game Winning HR that I caught at an Orioles Game	FREE	N/A	N/A	\$300	2
	Camping Gear	\$3500	REI-Various	VARIOUS	\$4000	2
1	Maytag Washing Machine	\$250	From the Landlord	07/2021	\$650	2
	ALL OTHER Books including BAR REVIEW and Legal NOT SPECIALLY MENTIONED	\$25,000	VARIOUS	VARIOUS	\$30,000*	2/5
1	1st Edition of The Adventures of Tom Sawyer	\$7500	Rare Bookstore NYC	07/2004	\$12,000	1
1	Tiffany Studios Dragonfly Table Lamp	\$25,000	Antique Store in NYC	07/2004	\$58,680	1

QTY	DESCRIPTION	ORIGINAL COST/ ESTIMATED FMV WHEN INHERITED	PLACE OF PURCHASE	DATE OF PURCHASE MM/YY	REPLACEMENT COST	CONDITION See Below
1	1st Edition of MARY POPPINS	\$12,500	Rare Bookstore NYC	07/2004	\$20,000	1
1 of each	Boxing Gloves & Marathon Shirt autographed by Mohammad Ali at Pre-Marathon Pasta Dinner where he was starting the LA Marathon	\$65 for Pair, Shirt Free with Registration Fee & \$50 ticket for Dinner	Sports Store in LA	03/1996	\$8000	2
1	Datejust OysterQuartz Steel & White Gold Bracelet 36 mm ROLEX WATCH-PhD Graduation Present	\$6000	N/A	07/1998	\$10,700	1
1	SUNCAST 8' X 10' Outdoor Storage Shed	\$1800	LOWES	06/2014	\$2100	2
1	Father's Day Date ROLEX Watch	\$27,500 (FMV)	N/A	N/A	\$40,000	1
1 of each	Redskin's Helmet & Jersey autographed by Sonny Jurgensen at the Crab Shack in Washington, DC	\$125	RFK Stadium	11/1984	\$6000*	5/2
1 of each	Ovechkin's "8" Hockey Jersey & Official NHL Hockey Puck autographed by Alex Ovechkin during the 2nd Intermission where I was selected to "Shot on Goal"	\$85/Free & \$55 Game Ticket	MCI Center	12/2010	\$6500	2/1

QTY	DESCRIPTION	ORIGINAL COST/ ESTIMATED FMV WHEN INHERITED	PLACE OF PURCHASE	DATE OF PURCHASE MM/YY	REPLACEMENT COST	CONDITION *See Below
	Hardy Cognac Privilege 750ml	\$10,999	Cognac Expert	12/2015	\$13,700	1
1	55" HDTV- Reverse Projection	\$8000	Best Buy	06/2004	\$4500	2
	ALL OTHER HOUSEHOLD APPLIANCES NOT SPECIALLY MENTIONED	\$24,500	VARIOUS	VARIOUS	\$35,000*	2s & 5
1	1st Edition of Uncle Tom's Cabin	\$8500	Rare Bookstore NYC	07/2004	\$11,500	1
	ALL OTHER Stereo Equipment NOT SPECIALLY MENTIONED	\$17,675	VARIOUS	VARIOUS	\$25,875*	1 & 5

- 1 = New, may still be in packing or Excellent Condition for usage/age of item
2 = Above Average Condition for usage/age of item
3 = Average Condition for usage/age of item
4 = Below Average Condition for usage/age of item
5 = Item Placed after loss

***RECEIPTS ATTACHED**

****THIS PROPERTY LOSS SCHEDULE is NOT COMPLETE and may be UPDATED as TIME PERMITS OR my CLAIM IS FINALLY PAID!! HOWEVER, THIS SCHEDULE is SUFFICIENT to ESTABLISH that the ACTUAL PURCHASE LOSS is GREATER THAN the POLICY's LIMITATIONS and the ACTUAL REPLACEMENT COST and the REPLACEMENT thereof is IRRELEVANT and FULL CLAIM LOSS OF \$225,000 SHOULD and MUST IMMEDIATELY BE PAID as the DEDUCTIBLE IS USED ONLY WHERE REPLACEMENT COSTS ARE A FACTOR!!**

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EXHIBIT H - TYPICALEMAIL-2 pages

25 July 2022

Claim #5000599839

Dear Ms. Stephanie Castillo,

Attached are the properly executed and complete **PROOF OF LOSS** requirements needed for you to process the settlement and offer payment of my Claim as well as establish that California Casualty Indemnity Exchange (hereinafter "CCIE") is legally liable to me on this Claim. I **implore** you to please complete this settlement process of my Claim as soon as possible as I am almost destitute and soon will not be able to afford somewhere for me to stay and will remain **HOMELESS** due to being **LOCKED OUT** by my landlord and his refusal to admit to this crime or provide me with a statement that during my tenancy I paid my rent on time for almost ten years and that the lease terminated with us on good terms; without this statement from your former landlord no one is willing to rent to me. Accordingly, I have been forced to leave San Francisco and move to Las Vegas in order to bring legal action against him and San Francisco for their actions and conduct regarding this matter. Without my Claim funds, my life is on stand-still and I can not even afford to purchase items that I see on eBay that were stolen from me. Instead, I am **forced** to watch these items, such as family heirlooms and 1-of-a-kind/non-replaceable items, get bought by others and my past life slowly disappear **forever!** Moreover I am forced to have **ripped** from me, my life's work (such as losing the only copy of my PhD Thesis), dreams and memories and have them **replaced** with **EMOTIONAL SCARING** as well as not being able to afford to purchase suitable clothing to interview for **employment** and once employment is found to purchase suitable clothing for **work!**

As a reminder to you, this CLAIM relates to me being **LOCKED OUT** by the Landlord, Tom Kontrafouris, residing at 1635 45th Avenue, San Francisco, CA 94122 on **6 JULY 2022** and **over \$500,000** of my Personal Property **stolen** from my Rental at 150 Navajo Avenue, San Francisco, CA 94112-3333 and that this was everything I owned or acquired for over the **60+ years** of my life and **all I have to my name is the clothes that I am wearing!**

I contacted CCIE to report a claim on **11 July 2022** and had the Fraudulent Organization's, the 3rd-Party Call Center's, "Representative" repeat back to me the information regarding my Claim. I also made him repeat the SFPD Incident Report of #220447545. I further made sure that he reported that my SAFE with all information regarding the loss, such as the authentications for the autographed baseballs and all receipts of the originally-purchased items, was **STOLEN** as well. I was told that I would be emailed the Claim #, the Claim Agent's Name and Telephone # and my email address for receiving said information was confirmed. I **NEVER received said email with this information!** I was further told that the Adjuster/Estimator would contact me asap regarding this matter. **I have yet to be contacted by you!!**

Please note that your automatically-generated standardized Claim Loss Mailing Packet has the following **glaring errors** that questions the competency of you and your insurance company:

1. Wrong Insured Name,
2. Wrong Mailing Zip code,
3. Inclusion of #C on the 150 Nevada Avenue location because CCIE has been informed that the addition of #C is considered as evidence of MAIL FRAUD and the rental location must be identified as only 150 Navajo Avenue, San Francisco, CA 94112-3333, and
4. This is not a Renter's Loss Report Form.

To speed up this process, I went to several stores in order to try to get an estimation of what the value of the stolen property would be. To my chagrin, none of them were legally allowed to

provide that type of information and would not help me out in this endeavor to establish the value. However, some stores like Field of Dreams and Rolex, had very similar items to those stolen and so I was able get replacement costs for those items. I limited the Schedule of Losses to those items for which I was able to find replacements and the cost of those replacement items until I was well over the loss liability coverage limit of \$225,000.

With respect to LOSS OF USE, I was "locked out" and as such I am entitled to be compensated for similar accommodations, i.e. a fully furnished 2 bedroom apartment with kitchen at \$1950 per night. In addition, BUT FOR your the BAD FAITH, OUTRAGEOUS and OPPRESSIVE CONDUCT in the handling and processing of my Claim for which CCIE is legally liable and BECAUSE I had over \$500000 of my personal property STOLEN from me that I had acquired during 60+ years of my life leaving me with only the clothes that I had on to my name for which this claim still remains unprocessed and unpaid; CCIE is liable to continue to pay for this LOSS OF USE until at least the \$67,500 coverage limit is reached.

This is a **LIFE-ALTERING LOSS** in which everything that I had acquired during 60+ years of my life was stolen for me leaving me with only the clothes that I had on to my name; it would be **UNCONSCIONABLE** for me to be required to replace all these items at age 62. Instead the entire Claim of **\$292,500** should be paid out so that I can use these funds to rebuild some semblance of my life that has been **RIPPED** from me!

Moreover, your outrageous and oppressive conduct, such as your failure to return my many voicemails to you or to reply to my many emails to you is having an adverse effect on my health and I am forced to continue to feel sick to my stomach, suffer anxiety, confused emotions and rage. I am also sleep deprived and have extreme lethargy as well as sliding further into an abyss of hopelessness and despair. Furthermore, BUT FOR your the BAD FAITH, OUTRAGEOUS and OPPRESSIVE CONDUCT in the handling and processing of my Claim for which CCIE is legally liable and BECAUSE I had over \$500000 of my personal property STOLEN from me that I had acquired during 60+ years of my life leaving me with only the clothes that I had on to my name for which this claim still remains unprocessed and unpaid; I can NOT afford to seek competent treatment for my ever-worsening emotional distress! When I do receive my Claim, I will seek treatment so that I can start rebuilding some semblance of a life, since mine has been **stolen forever for me and can never be replaced!**

Best, Dr. Trust Justice Truth, Esquire
the 2ND COMING, the ONCOMING STORM, the CREATOR's Attorney to RIGHT the WRONGS
of the WORLD and Humankind's Best Hope of SURVIVAL!
702.686.0907 |

ATTACHMENTS:

1. the SFPD Incident Report #220447545;
2. a detailed written statement regarding the loss that clearly establishes CCIE's liability for my Claim of both Personal Property Loss and Loss of Use Coverage and that my Safe having all information regarding my Personal Property was taken as well;
3. a detailed Personal Property Loss Schedule totaling almost **\$130,000** in Actual Damages and **\$250,000** in Replacement Costs as I purchased this benefit as well as providing you NOTICE that I want the benefit of the replacement cost coverage; and
4. a corrected Loss Report with the correct information
5. CCIE's CODE you are supposed to abide by!

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EXHIBIT I - SUMMONS

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT
for the
District of Nevada

FILED	RECEIVED
ENTERED	SERVED ON
COUNSEL/PARTIES OF RECORD	
SEP - 6 2022	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: <i>[Signature]</i>	DEPUTY

DR TRUST JUSTICE "TJ" TRUTH, ESQ

Plaintiff(s)

v.

CALIFORNIA CASUALTY INDEMNITY EXCHANGE
(THE)

Defendant(s)

Civil Action No.

2:22-cv-01451-GMN-BNW

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Joseph Muenzen, Agent of Service for
CALIFORNIA CASUALTY INDEMNITY EXCHANGE (THE)
1875 S. GRANT STREET, SUITE 800
SAN MATEO, CA 94402

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

DR TRUST JUSTICE "TJ" TRUTH, ESQ
4030 S. JONES BLVD., SUITE 31587
LAS VEGAS, NV 89103
702.686.0907
tjtruthesq@gmail.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DEBRA K. KEMPI

CLERK

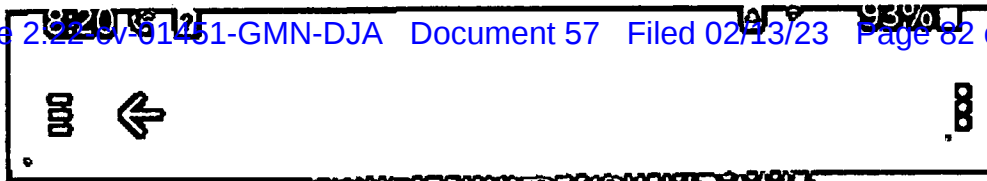
(By) DEPUTY CLERK



DATE

September 19, 2022

**EXHIBIT J - ELECTRONIC FILING NOTICE OF
SUMMONS ISSUED TO DEFENDANT**



District of Nevada

Notice of Electronic Filing

The following transaction was entered on
9/19/2022 at 11:09 AM PDT and filed on
9/19/2022

Case Name: Dr. Trust Justice "TJ" Truth, Esquire v.
California Casualty Indemnity
Exchange (The)

Case Number: 2:22-cv-01451-GMN-BNW

Filer:

Document

t 7

Number:

Docket Text:

**SUMMONS ISSUED as to California Casualty
Indemnity Exchange (The) re 1-1 Complaint.
(TRW)**

**2:22-cv-01451-GMN-BNW Notice has been
electronically mailed to:**

Trust Justice Truth tjtruthesq@gmail.com

**2:22-cv-01451-GMN-BNW Notice has been
delivered by other means to:**

The following document(s) are associated with
this transaction:



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EXHIBIT K - NRS §686A.310-2 pages

NRS 686A.310 Unfair practices in settling claims; liability of insurer for damages

1. Engaging in any of the following activities is considered to be an unfair practice:

- (a) Misrepresenting to insureds or claimants pertinent facts or insurance policy provisions relating to any coverage at issue.
- (b) Failing to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.
- (c) Failing to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.
- (d) Failing to affirm or deny coverage of claims within a reasonable time after proof of loss requirements have been completed and submitted by the insured.
- (e) Failing to effectuate prompt, fair and equitable settlements of claims in which liability of the insurer has become reasonably clear.
- (f) Compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by such insureds, when the insureds have made claims for amounts reasonably similar to the amounts ultimately recovered.
- (g) Attempting to settle a claim by an insured for less than the amount to which a reasonable person would have believed he or she was entitled by reference to written or printed advertising material accompanying or made part of an application.
- (h) Attempting to settle claims on the basis of an application which was altered without notice to, or knowledge or consent of, the insured, or the representative, agent or broker of the insured.
- (i) Failing, upon payment of a claim, to inform insureds or beneficiaries of the coverage under which payment is made.
- (j) Making known to insureds or claimants a practice of the insurer of appealing from arbitration awards in favor of insureds or claimants for the purpose of compelling them to accept settlements or compromises less than the amount awarded in arbitration.
- (k) Delaying the investigation or payment of claims by requiring an insured or a claimant, or the physician of either, to submit a preliminary claim report, and then requiring the subsequent submission of formal proof of loss forms, both of which submissions contain substantially the same information.
- (l) Failing to settle claims promptly, where liability has become reasonably clear, under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage.
- (m) Failing to comply with the provisions of NRS 687B.310 to 687B.390, inclusive, or 687B.410.

(n) Failing to provide promptly to an insured a reasonable explanation of the basis in the insurance policy, with respect to the facts of the insured's claim and the applicable law, for the denial of the claim or for an offer to settle or compromise the claim.

(o) Advising an insured or claimant not to seek legal counsel.

(p) Misleading an insured or claimant concerning any applicable statute of limitations.

2. In addition to any rights or remedies available to the Commissioner, an insurer is liable to its insured for any damages sustained by the insured as a result of the commission of any act set forth in subsection 1 as an unfair practice.

(Added to NRS by 1975, 1285; A 1987, 1067; 1991, 2202)

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EXHIBIT L - NAC §686A.675

NAC 686A.675 Standards applicable to all insurers. (NRS 679B.130, 686A.015, 686A.310)

1. Within **30 working days** after receipt by the insurer of properly executed proofs of loss, the first-party claimant must be advised of the acceptance or denial of the claim by the insurer. No insurer may deny a claim on the grounds of a specific policy provision, condition or exclusion unless reference to that provision, condition or exclusion is included in the denial. The denial must be given to the claimant in writing and filed and retained in the insurer's claim file. If the claim of the first-party claimant is accepted, the insurer shall pay the claim within 30 days after it is accepted. If the accepted claim is not paid within that period, the insurer shall pay interest on the claim at the rate of interest established pursuant to NRS 99.040. The interest must be calculated from the date on which the payment is due until the claim is paid.

2. If a claim is denied for reasons other than those described in subsection 1, and is made by any means other than writing, an appropriate notation must be made in the claim file of the insurer.

3. If the insurer **needs more time to determine** whether a claim of a first-party claimant should be accepted or denied, it must so notify the claimant within 30 working days after receipt of the proof of loss giving reasons that more time is needed. If the investigation remains incomplete, the insurer shall, 30 days after the date of the initial notification and every 30 days thereafter, send to the claimant a letter setting forth the reasons that additional time is needed for investigation.

4. Insurers may not fail to settle first-party claims on the basis that responsibility for payment should be assumed by others except as provided by policy provisions.

5. Insurers may not delay settlement of a claim directly with a claimant who is not an attorney or represented by an attorney by extending negotiations until the claimant's rights may be affected by a statute of limitations or a time limit which is part of an insurance contract or policy, without giving the claimant written notice that the time limit may be expiring and may affect the claimant's rights. Notice must be given 60 days before the date on which a time limit may expire.

6. No insurer may make statements which indicate that the rights of a third-party claimant may be impaired if a form or release is not completed within a given time, unless the statement is given for the purpose of notifying the third-party claimant of the provision of a statute of limitations.

7. Except for a claim involving health insurance, any case involving a claim in which there is a dispute over any portion of the insurance policy coverage, payment for the portion or portions not in dispute must be made notwithstanding the existence of the dispute where payment can be made without prejudice to any interested party.

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EXHIBIT M - NAC §686A.670

NAC 686A.670 Investigation of claims. (NRS 679B.130, 686A.015, 686A.310)

1. Each insurer shall establish procedures to begin an investigation of any claim within 20 working days of receipt of notice of the claim. Each insurer shall mail or otherwise provide to each claimant, a notice of all items, statements and forms, if any, which the insurer reasonably believes will be required of the claimant, within 20 working days after receiving notice of the claim.

2. Each insurer shall complete an investigation of each claim within 30 days after receiving notice of the claim, unless the investigation cannot reasonably be completed within that time.

[Comm'r of Insurance, M-9 § 7, eff. 2-21-80]

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EXHIBIT N - NAC §686A.665

NAC 686A.665 Insurer to acknowledge receipt of claim notice within certain period; insurer, agent or administrator to respond adequately and within certain period to inquiry from Division respecting claim filed with Division; reply required within certain period to certain communications from claimants. (NRS 679B.130, 686A.015, 686A.310)

1. Every insurer shall acknowledge the receipt of a claim notice within 20 working days after receipt of the claim notice unless payment of the claim is made within that time. If acknowledgment is made by means other than writing, an appropriate dated notation of the acknowledgment must be made in the claim file of the insurer. Notice given to an agent of an insurer is notice to the insurer.

2. Each insurer, agent or administrator, upon receipt of any inquiry from the Division respecting a claim filed with the Division shall, within 10 working days after receipt of the inquiry, furnish the Division with an adequate response to the inquiry. The Division will not consider an acknowledgment of the receipt of an inquiry to be an adequate response to the inquiry. An insurer, agent or administrator who has received such an inquiry may request an extension of time, not to exceed 20 working days, to submit an adequate response. The request for an extension must be furnished to the Division within 10 working days after the insurer, agent or administrator received the inquiry.

3. An appropriate reply must be made within 20 working days after receipt of any other pertinent communication from a claimant if the communication reasonably suggests that a response is expected.

4. Each insurer, upon receiving notification of claim, shall promptly provide necessary claim forms, instructions and reasonable assistance so that first-party claimants can comply with the policy conditions and the insurer's reasonable requirements. Compliance with this subsection within 20 working days after receipt of notification of a claim constitutes compliance with subsection 1.

5. As used in this section, "administrator" has the meaning ascribed to it in NRS 683A.025.

[Comm'r of Insurance, M-9 § 6, eff. 2-21-80] — (NAC A 5-27-92; A by Div. of Insurance by R089-98, 9-25-98)